

April 03, 2012
City Commission Room, 700 N. Jefferson, Junction City KS 66441

Mayor Pat Landes
Vice Mayor Jack Taylor
Commissioner Cecil Aska
Commissioner Scott Johnson
Commissioner Jim Sands
City Manager Gerry Vernon
City Attorney Catherine Logan
City Clerk Tyler Ficken

1. 7:00 P.M. - CALL TO ORDER

A. Moment of Silence

B. Pledge of Allegiance

2. PUBLIC COMMENT: The Commission requests that comments be limited to a maximum of five minutes for each person.

3. CONSENT AGENDA: All items listed are considered to be routine by the City Commission and will be enacted by one motion. There will be no separate discussion of these items unless a Commissioner so requests, in which event the item will be removed from consent status and considered in its normal sequence on the agenda.

a. Consideration of Appropriation Ordinance A-6 2012 dated February 28th- 2012 through March 12, 2012 in the amount of \$1,905,061.81

b. Consideration of the March 20, 2012 City Commission Meeting Minutes.

c. Consideration of agreement with sponsor of National Biplane Fly In Event scheduled for May 31 - June 3, 2012.

d. Consideration of transfer of title for 832 West 12th Street property.

e. Consideration of transfer of title for 109 Snell property.

f. Consideration of transfer of title for West 9th Street property.

g. Consideration of a Cereal Malt Beverage license to Negril Caribbean Restaurant LLC, located at 127 W 7th St, for the 2012 calendar year.

4. SPECIAL PRESENTATIONS:

a. Presentation from Carter Oliver of the VFW to Fireman Jeremy Ross and Officer Nick Blake.

b. Presentation for Detective Josh Brown KNOA 2011 Officer of the Year.

5. APPOINTMENTS:

- a. Consideration to appoint Mary Cay Stauffer to the Community Action, Inc. board for a term of 3 years.

6. UNFINISHED BUSINESS:

- a. Consideration of options to restore and maintain Riverwalk Pond. City Manager Vernon presenting.

7. NEW BUSINESS:

- a. Consideration and Award of Bid for (1) 2012 Type III Ambulance. Fire Chief Mike Steinfert presenting.
- b. Consideration of award of contract for Collection Agency Services. Finance Director Beatty presenting.

8. COMMISSIONER COMMENTS:

9. STAFF COMMENTS:

10. ADJOURNMENT:

Backup material for agenda item:

- a. Consideration of Appropriation Ordinance A-6 2012 dated February 28th- 2012 through March 12, 2012 in the amount of \$1,905,061.81

City of Junction City

City Commission

Agenda Memo

March 20th, 2012

From: Cynthia Sinkler, Water Billing and Accounts Payable Manager
To: City Commissioners
Subject: Consideration of Appropriation Ordinance A-6 2012 dated February 28th-2012 through March 12, 2012 in the amount of \$1,905,061.81

Background: Attached is listing of the Appropriations for –Feb 28th-Mar 12 2012

Appropriations –Feb 28 th -Mar 12 2012	<u>\$1,905,061.81</u>
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For Consideration of EFT payments due:

Fuel Bill	<u>\$23,323.75</u>
Veolia Water	<u>\$555,090.55</u> (March)
Dorothy Library	<u>\$14,116.37</u>
Card Center	<u>\$27,696.97</u>

For Consideration of Bills due before next Commission:

Security Bank of KC	<u>\$99,965.15</u>
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DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
NON-DEPARTMENTAL	GENERAL FUND	LOYAL AMERICAN LIFE INSURANCE COMPANY	3/09/12	CANCER PLAN	475.09
			3/23/12	CANCER PLAN	475.09
		FAMILY SUPPORT PAYMENT CENTER (MISSOURI	3/23/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	3/23/12	FEDERAL WITHHOLDING	26,358.10
			3/23/12	SOCIAL SECURITY WITHHOLDING	3,180.54
			3/23/12	MEDICARE WITHHOLDING	3,253.16
		ING LIFE INSURANCE & ANNUITY COMPANY	3/23/12	ING	2,850.77
		AMERICAN UNITED LIFE INSURANCE COMPANY	3/09/12	AMERICAN UNITED LIFE	616.82
			3/23/12	AMERICAN UNITED LIFE	616.82
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CRDOSS BLUE SHIELD	856.48
			3/23/12	BLUE CROSS BLUE SHIELD	750.96
			3/23/12	BLUE CROSS BLUE SHIELD	1,267.26
			3/23/12	BLUE CROSS BLUE SHIELD	2,981.71
		JUNCTION CITY FIREFIGHTERS AID ASSOCIATION	3/23/12	FIREFIGHTERS AID ASSOCIATION	112.50
		SHEA, CARVER & BLANTON	3/23/12	SHEA, CARVER & BLANTON	664.02
		CONTINENTAL AMERICAN INSURANCE COMPANY	3/09/12	CAIC	105.22
			3/23/12	CAIC	105.22
		CITY OF JUNCTION CITY	3/09/12	CITY OF JUNCTION CITY (G-F	48.20
			3/09/12	CITY OF JUNCTION CITY (G-F	1.70-
			3/09/12	CITY OF JUNCTION CITY (G-F	1.70
			3/09/12	CITY OF JUNCTION CITY (G-F	5.00-
			3/23/12	CITY OF JUNCTION CITY (G-F	46.50
			3/09/12	TELEPHONE REIMBURSEMENT	25.50
			3/23/12	TELEPHONE REIMBURSEMENT	25.50
			3/09/12	TELEPHONE REIMBURSEMENT	136.01
			3/23/12	TELEPHONE REIMBURSEMENT	136.01
		KANSAS PAYMENT CENTER	3/23/12	GARNISHMENT	484.72
			3/23/12	KANSAS PAYMENT CENTER	681.31
		COLONIAL SUPPLEMENTAL INSURANCE	3/09/12	COLONIAL INSURANCE	13.00
			3/23/12	COLONIAL INSURANCE	13.00
			3/09/12	COLONIAL INSURANCE	16.90
			3/23/12	COLONIAL INSURANCE	16.90
		BERMAN & RABIN, P. A	3/23/12	09LM125	342.34
		RODNEY AND/OR CORI PRATT	3/22/12	1803 OAKRIDGE DR FIRE INS	5,000.00
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	649.51
			3/23/12	DELTA DENTAL OF KANSAS	649.51
		FIREMEN'S RELIEF ASSOCIATION	3/23/12	FIREMANS RELIEF	199.80
		JUNCTION CITY FIRE FIGHTERS ASSOCIATION	3/23/12	I.A.F.F. LOCAL 3309	945.00
		JUNCTION CITY POLICE	3/23/12	JCPOA	690.00
		LORETTA JACKSON	3/16/12	FIRE INS PROCEEDS 228 E 11	3,000.00
		KANSAS DEPT OF REVENUE	3/23/12	STATE WITHHOLDING	10,267.00
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	1,849.57
			3/23/12	KP&F	11,640.43
			3/23/12	KPERS #2	1,247.46
		POLICE & FIREMEN'S	3/09/12	POLICE & FIRE INSURANCE	1,079.24
			3/23/12	POLICE & FIRE INSURANCE	1,163.29

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT		
				TOTAL:	150.00		
INFORMATION SYSTEMS	GENERAL FUND	TELEPLUS SOLUTIONS	3/15/12	Eliminate Taxes - Cox Bill	4.63		
			3/15/12	Restrict 3rd Party 238-899	19.94		
		TIGERDIRECT	3/16/12	Server -Partial Cost	3,417.86		
		GFI SOFTWARE FLORIDA, INC.	3/16/12	Chamber - AV Renewal	52.24		
			3/16/12	EDC - AV Renewal	39.18		
			3/16/12	GEEM - AV Renewal	65.30		
			3/16/12	GESO - AV Renew	548.52		
			3/16/12	GESO - AV Renew	548.52		
			3/16/12	AV Renewal - 2 years	352.62		
			3/16/12	GESO - AV Renew	548.52		
		INCODE	3/09/12	Web Publishing Fees	200.00		
			3/13/12	GASB Module	2,243.59		
		CARD CENTER	3/13/12	Combining Statements	517.07		
			2/29/12	Phone Lines - Cox	45.92		
			2/29/12	Channel 3 Digital Music -	34.73		
			2/29/12	Channel 3 Digital Music	34.73		
			2/29/12	Switch - 48 Port (JCPD)	2,367.29		
			TOTAL:	9,943.62			
		ADMINISTRATION	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	590.00
					3/23/12	MEDICARE WITHHOLDING	137.98
ING LIFE INSURANCE & ANNUITY COMPANY	3/23/12			ING	334.62		
	3/23/12			BLUE CROSS BLUE SHIELD	393.95		
BLUE CROSS BLUE SHIELD OF KS	3/15/12			Lower Rates / Switch to Co	451.15		
	3/15/12			Eliminate Taxes - NexTech	11.49		
TELEPLUS SOLUTIONS	3/15/12			Cell Phone Zero Useage	25.10		
	3/15/12			CX1 Txt MSG 223-7396	2.48		
	3/15/12			Cancel Line RNA - 238-1092	20.78		
	3/15/12			238-8999 Billing Recovery	249.89		
	3/26/12			700 N JEFF-GAS-AUG 2011	1,990.72		
	3/16/12			Anti Virus Renewal	65.30		
THE AUSTIN PETERS GROUP, INC	3/19/12			GRANT SEARCH	375.00		
DELTA DENTAL (PAYROLL)	3/09/12			DELTA DENTAL OF KANSAS	29.00		
	3/23/12			DELTA DENTAL OF KANSAS	29.00		
HIGHLAND CEMETERY ASSOC.	3/26/12			2ND QTR TAX DISTN 2012	18,750.00		
WESTAR ENERGY	3/26/12			601 E CHESTNUT-FEB 2012	318.44		
KANSAS PUBLIC EMPLOYEES	3/23/12			KPERS #1	416.90		
	3/23/12			KPERS #2	295.28		
CARD CENTER	3/06/12			WATERS-SHELVING SUPPORT	10.98		
	3/06/12			WALMART-CARPET CLEANER	77.64		
	3/06/12			WALMART-CLEAING SUPPLIES	16.14		
	3/05/12			WALMART-6 SHT SW WB	18.97		
	2/29/12			Phone Lines - Cox	180.97		
	2/29/12			Chamber - Phone Lines - Co	63.75		

- 8 -

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/26/12	GENERAL BUSINESS MATTERS	21,016.00
			3/26/12	BROOKE INVESTMENT HOLDING,	114.00
			3/26/12	SPRING VALLEY RD JOHNSON T	3,626.33
			3/26/12	MARTIN & SHEREE HEMMINGWAY	456.00
				TOTAL:	55,119.03
PARKS	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	471.80
			3/23/12	MEDICARE WITHHOLDING	110.34
		GAME TIME ATHLETICS	3/06/12	2 TENNIS NETS	376.41
			3/06/12	RAKE, MEAS TAPE, FINISH MO	294.68
			3/20/12	COCOA FINISHING MOP	165.84
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CRDOSS BLUE SHIELD	148.66
			3/23/12	BLUE CROSS BLUE SHIELD	29.73
			3/23/12	BLUE CROSS BLUE SHIELD	743.30
		OCCUPATIONAL HEALTH CLINIC	3/26/12	PRE EMPLOYMENT SCREENINGS	120.00
		TELEPLUS SOLUTIONS	3/15/12	Cancel 3 Way Calling 238-1	2.63
		CENTURY UNITED COMPANIES, INC	3/19/12	Copier - WUPD	39.00
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renewal - 2 years	39.18
		OUTDOOR SIGNS AMERICA	3/09/12	GEMENI LETTERS AND POLE	278.08
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	47.52
			3/23/12	DELTA DENTAL OF KANSAS	47.52
			3/09/12	DELTA DENTAL OF KANSAS	43.76
			3/23/12	DELTA DENTAL OF KANSAS	43.76
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	496.42
			3/23/12	KPERS #2	168.67
		CARD CENTER	2/29/12	WUPD - Internet Connect -	124.95
			2/29/12	WUPD - Internet Connection	124.95
			3/08/12	TREATED LUMBER	23.34
			3/08/12	STEEL OUTSWIN DOOR SFC	792.00
			3/08/12	BOLTS	13.49
			3/08/12	BOLTS AND SCREWS	10.88
			3/08/12	GOOFOFF	9.76
			3/08/12	BOLTS AND SCREWS	0.80
			3/08/12	TRASH CAN	62.97
			3/08/12	CHIPPER FULE LINE	8.33
			3/08/12	BACKBOARD FOR DISPLAY	49.98
			3/08/12	TREATED LUMBER	43.82
			3/08/12	NORTH PARK NO PARKING SIGN	10.00
			3/08/12	NORTH PARK NO PARKING SIGN	30.99
			3/08/12	TREATED LUMBER	32.87-
			3/08/12	TREATED LUMBER	10.96-
			3/08/12	SNOW SCOOP	34.98
			3/08/12	CABLE TIE	12.99
			3/08/12	BOLTS AND SCREWS	3.44
			3/08/12	LIGHT BULBS	38.40
			3/08/12	BOLTS, BAR & CHAIN, BULBS	69.91

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
SWIMMING POOL	GENERAL FUND	GFI SOFTWARE FLORIDA, INC. SECURITY SOLUTIONS INC CARD CENTER	3/16/12	AV Renewal - 2 years	39.18
			3/26/12	ALARM CITY POOL-1017 W 5TH	15.00
			2/29/12	Pool - Internet Connect -	64.95
			2/29/12	Pool - Internet Connection	64.95
			TOTAL:		184.08
AIRPORT	GENERAL FUND	KANSAS AIR CENTER CARD CENTER	3/26/12	MAR 2012 AIRPORT MGT FEE	1,833.33
			2/29/12	Airport - Internet Conn -	59.95
			2/29/12	Airport - Internet Connect	59.95
			TOTAL:		1,953.23
GOLF COURSE	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	424.77
			3/23/12	MEDICARE WITHHOLDING	99.35
		BLUE CROSS BLUE SHIELD OF KS OCCUPATIONAL HEALTH CLINIC	3/23/12	BLUE CROSS BLUE SHIELD	445.98
			3/26/12	PRE EMPLOYMENT SCREENINGS	285.00
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renewal - 2 years	91.42
		AGRIUM ADVANCED TECHNOLOGIES CROWN DISTRIBUTORS, INC.	3/26/12	SIG 50BCMU / ETHEPHON 2SL	627.28
			3/26/12	BEER SUPPLY	64.15
			3/20/12	BEER SUPPLY	42.77
			3/21/12	BEER SUPPLY	85.54
			3/26/12	GOLF CLUB HOUSE	1,168.11
		DS&O RURAL ELECTRIC	3/26/12	GOLF COURSE	993.10
			3/26/12	GOLF COURSE-CART SHED	124.29
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	21.60
			3/23/12	DELTA DENTAL OF KANSAS	21.60
			3/09/12	DELTA DENTAL OF KANSAS	32.82
			3/23/12	DELTA DENTAL OF KANSAS	32.82
		FLINT HILLS BEVERAGE LLC	3/20/12	BEER SUPPLY	147.36
			3/22/12	BEER SUPPLY	131.06
		TITLEIST	3/20/12	RESALE MERCHANDISE	75.07
			3/20/12	RESALE MERCHANDISE	136.56
		SECURITY SOLUTIONS INC	3/20/12	SECURITY MAINT/ MONITORING	79.00
		KANSAS GOLF ASSOCIATION	3/22/12	KGA ANNUAL DUES	135.00
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	271.71
			3/23/12	KPERS #2	206.87
		NIKE USA, INC	3/21/12	GOLF BALLS	418.80
			3/21/12	SHOES	396.93
		SNACK EXPRESS	3/20/12	FOOD / VENDING	22.75
			3/20/12	FOOD / VENDING	73.00
			3/22/12	FOOD / VENDING	42.90
			3/22/12	FOOD / VENDING	280.00
		CARD CENTER	3/13/12	MILLESON AUTO SUPPLY	10.00
			3/13/12	AUTO ZONE	53.97
			3/13/12	ABSOLUTE WELDING	150.00
			3/13/12	AUTO ZONE	118.72
			3/13/12	AUTO ZONE	92.46

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/13/12	AUTO ZONE	135.18
			3/13/12	DILLONS	22.02
			3/13/12	DILLONS	10.92
			3/13/12	DILLONS	55.60
		SAFETY-KLEEN CORP	3/26/12	PARTS WASHER SOLVENT	169.45
		TIELKE ENTERPRISE, LLC	3/20/12	SANDWICHES	41.56
			3/22/12	SANDWICHES	57.87
		VAN WALL EQUIPMENT	3/26/12	EQUIPMENT PARTS	704.02
				TOTAL:	9,643.43
AMBULANCE	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	47.27
			3/23/12	MEDICARE WITHHOLDING	223.30
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	148.66
			3/23/12	BLUE CROSS BLUE SHIELD	1,068.16
		OCCUPATIONAL HEALTH CLINIC	3/26/12	PRE EMPLOYMENT SCREENINGS	197.00
		ERICA MITCHELL	3/16/12	AMBULANCE REFUND	233.31
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renewal - 2 year	111.01
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	112.00
			3/23/12	DELTA DENTAL OF KANSAS	112.00
			3/09/12	DELTA DENTAL OF KANSAS	43.76
			3/23/12	DELTA DENTAL OF KANSAS	43.76
		FIRESTONE MASTER CAR SERV	2/26/12	REPAIR TIRE/M2	20.50
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	69.54
			3/23/12	KP&F	3,080.80
		CARD CENTER	2/29/12	Phone Lines - Cox (50%)	81.57
			2/29/12	Fire #2 Internet - 50% -	62.48
			2/29/12	Fire #2 Internet Connect -	62.48
			3/08/12	KOLLING/ALS MEDICATIONS	451.32
			3/08/12	FIRESTONE/TIRES MED 4	372.00
			3/08/12	FIRESTONE/TIRES MED 4	29.00
			3/08/12	KOLLING/ALS MEDICATIONS	292.97
			3/08/12	WALMART/LAUNDRY DETERGENT	35.76
			3/08/12	WALMART/FRAME,WASH,CHUCK,T	19.67
			3/08/12	OREILLY/WASH BRUSHES	21.98
			3/08/12	PAYPALKEMSA/EMT PATCHES	132.00
			3/08/12	YOURAUTO/REPAIR FUEL LEAK	27.50
			3/08/12	YOURAUTO/REPAIR FUEL LEAK	57.43
			3/08/12	FIRESTONE/REPAIR FLAT M4	11.00
			3/08/12	FIRESTONE/REPAIR FLAT M4	18.20
				TOTAL:	7,186.43
COUNTY/INS ZONING SVCS GENERAL FUND		GFI SOFTWARE FLORIDA,	3/16/12	AV Renewal - 2 years	26.12
		CARD CENTER	2/29/12	QUILL- PENS & LEGAL PADS	7.31
			2/29/12	Phone Lines - Cox	42.68
				TOTAL:	76.11

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			2/29/12	Phone Lines - Cox	96.16
			3/07/12	NEW HIRE SCREEN-FINGER-	25.84
			2/29/12	VERIZON-ENG ASST PH CS&CHR	49.97
			2/29/12	VERIZON-ASST ENG PH CS&CHR	44.98
		SHERWIN WILLIAMS	3/14/12	1/4 A91W253 COLORTOGO SA D	6.69
				TOTAL:	1,625.11
CODES ENFORCEMENT	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	207.67
			3/23/12	MEDICARE WITHHOLDING	48.58
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	148.66
			3/23/12	BLUE CROSS BLUE SHIELD	222.99
		GFI SOFTWARE FLORIDA, INC.	3/16/12	Anti Virus Renewal	26.12
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	54.00
			3/23/12	DELTA DENTAL OF KANSAS	54.00
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	325.63
		CARD CENTER	2/29/12	QUILL-HP 12A BLACK LASER T	117.52
			2/29/12	QUILL- PENS & LEGAL PADS	7.31
			2/29/12	Phone Lines - Cox	78.33
			2/29/12	JIM'S 66-TRK726 OIL CHANGE	52.45
			2/29/12	IAEI;BASIC CHECKLIST FOR B	37.66
			2/29/12	VERIZON-2 PHONE CASES	29.98
				TOTAL:	1,410.90
POLICE	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	489.19
			3/23/12	SOCIAL SECURITY WITHHOLDIN	1,316.99
			3/23/12	MEDICARE WITHHOLDING	1,186.49
			3/23/12	MEDICARE WITHHOLDING	339.84
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CRDOSS BLUE SHIELD	148.66
			3/23/12	BLUE CRDOSS BLUE SHIELD	148.66
			3/23/12	BLUE CROSS BLUE SHIELD	408.81
			3/23/12	BLUE CROSS BLUE SHIELD	37.17
			3/23/12	BLUE CROSS BLUE SHIELD	4,088.15
			3/23/12	BLUE CROSS BLUE SHIELD	891.96
		OCCUPATIONAL HEALTH CLINIC	3/26/12	PREEMPLOYMENT SCREEN WEEKS	127.00
			3/26/12	PREEMPLOYMENT SCREEN SEALS	40.00
			3/26/12	PREEMPLOYMENT SCREEN RUFFI	40.00
			3/26/12	PREEMPLOYMENT SCREEN FISHE	40.00
			3/26/12	PREEMPLOYMENT SCREEN WITTM	40.00
			3/26/12	PREEMPLOYMENT SCREEN CRAND	40.00
			3/26/12	PREEMPLOYMENT SCREEN WILLS	40.00
			3/26/12	PREEMPLOYMENT SCREEN BISHO	127.00
			3/26/12	PREEMPLOYMENT SCREEN FISHE	40.00
			3/26/12	PREEMPLOYMENT SCREEN CATHE	127.00
			3/26/12	PREEMPLOYMENT SCREEN HARMS	127.00
			3/26/12	PREEMPLOYMENT SCREEN SANDR	127.00
			3/26/12	PREEMPLOYMENT SCREEN SIMMO	40.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/15/12	Cancel - ISDN line 238-169	19.63
			3/15/12	Cancel ISDN Line 238-1697	19.64
		STAPLES ADVANTAGE	3/26/12	3171030123 PD CHAIRS	114.94
			3/26/12	3171354023 FAX MACHINE	94.48
			3/26/12	3171354024 FAX CARTRIDGE	31.07
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renewal - 2 years	796.66
			3/16/12	AV Renewal - 2 years	52.24
		KA-COMM	3/14/12	107041 MUTE SWITCH-WEATHER	59.85
			3/21/12	107058 MIC CORD / EARPIECE	56.41
			3/21/12	107176 CONSOLE PROGRAM-ALA	308.00
			3/21/12	107193 MIC UNIT 228	80.00
		CORYELL INSURORS, INC.	3/23/12	16116 NOTARY BOND-#735	50.00
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	502.30
			3/09/12	DELTA DENTAL OF KANSAS	162.33
			3/09/12	DELTA DENTAL OF KANSAS	1.51
			3/23/12	DELTA DENTAL OF KANSAS	502.20
			3/23/12	DELTA DENTAL OF KANSAS	163.94
			3/09/12	DELTA DENTAL OF KANSAS	251.64
			3/09/12	DELTA DENTAL OF KANSAS	84.79
			3/09/12	DELTA DENTAL OF KANSAS	2.71
			3/23/12	DELTA DENTAL OF KANSAS	254.35
			3/23/12	DELTA DENTAL OF KANSAS	84.79
		IPMA	10/11/11	IPMA PSUP 1.2 CORP/SGT POS	21.50-
			3/26/12	SGT/LT TESTING MATERIALS	484.50
			3/26/12	CREDIT MEMO IPMA HR	32.25-
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	593.49
			3/23/12	KPERS #1	1,049.52
			3/23/12	KP&F	13,370.64
			3/23/12	KP&F	622.82
			3/23/12	KPERS #2	80.06
			3/23/12	KPERS #2	743.05
		CARD CENTER	3/14/12	QUANTICO-INNER BEL#768,769	55.97
			3/14/12	VERIZON-CELL PHONE CASE #2	22.49
			3/14/12	PDQ-LAW BOOK #769	12.95
			3/14/12	VERIZON-CELL PHONE CASE#26	26.23
			3/14/12	ULINE-BIOHAZARD BAGS	95.08
			3/14/12	WOLFES-CAMERA CASES	359.98
			3/14/12	KTA-TOLL FEES LAB KC	2.50
			3/14/12	KTA-TOLL FEES LAB KC	2.75
			3/14/12	ELITEDEALS-CANOPY LAB	279.95
			2/29/12	City - Fiber Internet - Ja	1,500.00
			2/29/12	City - Fiber Internet	1,500.00
			2/29/12	Chief - Printer Cable	25.99
			3/14/12	GEARY CO-TAGS #216	30.24
			3/14/12	WMART-CELL PHONE CASE #147	29.97
			3/14/12	KHP TRAINING CENTER - ERRO	768.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/14/12	541J&R-ACC PEDAL SENSR #20	206.95
			3/14/12	555J&R-LOF,TIRE RT #202	61.16
			3/14/12	552-J&R-LOF,TIRE RT #223	65.30
			3/14/12	558J&R-BRAKES,LOF,TIRE RT	184.01
			3/14/12	554J&R-BRAKES,LOF,TIRE RT	125.80
			3/14/12	559J&R-BRAKES,SWITCH,LOF#2	259.30
			3/14/12	562J&R-BRAKES,LOF,TIRE RT	229.05
			3/14/12	271688ORAP-MAF SENSOR	55.00-
			3/14/12	272482ORAP-BATTERY #200	76.99
			3/14/12	273037ORAP-WHL CVR/CLEAN S	24.76
			3/14/12	273908ORAP-HEADLAMP #210	23.97
			3/14/12	274364ORAP-IGN COIL,SPK PL	53.85
			3/14/12	275577ORAP-CAPSULE #218	6.18
			3/14/12	275763ORAP-LIGHT SOCKET #2	4.99
			3/14/12	276768ORAP-WIPER FLUID	11.94
			3/14/12	276772ORAP MINI LAMPS	1.68
			3/14/12	570J&R-LOF #250	59.82
			3/14/12	566 LOF, TIRE ROTATE #219	61.16
			3/14/12	580J&R-WIPER MTR,DR HANDL#	114.95
			3/14/12	574J&R OIL LEAK #223	27.50
			3/14/12	556J&R-BRAKES,LOF,TIRE RT	145.80
			3/14/12	ED ROEHR-LEATHER GEAR-ERRO	2,228.72
			3/14/12	WMART-BATHROOM SUPPLIES	31.38
			3/14/12	WTV-BIOHAZARD TRASH CAN	23.99
			3/14/12	ED ROEHR-CUFF CASES,HOLSTE	865.08
			3/14/12	ED ROEHR-LEATHER GEAR-ERRO	2,228.72-
			3/14/12	CODE 3-SURGICAL GLOVE POU	271.53
			3/14/12	SIRCHIE-HELMET LINERS	98.50
			3/14/12	32PROF ALT-PATCHES/HEM #77	16.00
			3/14/12	33PROF ALT-PATCHES/HEM #76	16.00
			3/14/12	31PROF ALT-PATCHES #768	27.00
			3/14/12	49PROF ALT-PANT HEM #768	21.00
			3/14/12	48PROF ALT-PATCHES/HEM #76	32.00
			3/14/12	47PROF ALT-PATCHES/HEM #77	16.00
			3/14/12	40947 JIM CLARK-SWITCH #20	12.59
			3/14/12	9716 MIL OUT-UNIFORM NAME	12.00
			3/14/12	MERITLINE-CD/DVD STORAGE	79.72
			3/14/12	97087JIM CLARK-GASKET #223	3.86
			3/14/12	QUANTICO-UNIFORMS #152	399.92
			3/14/12	QUARTERMASTER-LT/SGT INSIG	149.80
				TOTAL:	39,911.85

FIRE

GENERAL FUND

INTERNAL REVENUE SERV

- 14 -

BLUE CROSS BLUE SHIELD OF KS

3/23/12 SOCIAL SECURITY WITHHOLDIN

213.85

3/23/12 MEDICARE WITHHOLDING

888.97

3/23/12 BLUE CRDOSS BLUE SHIELD

148.66

3/23/12 BLUE CROSS BLUE SHIELD

3,688.96

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/08/12	WAYFAIR/PRESENTATION CART	114.99
			3/08/12	WIZARDS/LAMP FOR STN 1 TV	200.00
			3/08/12	WATERS/BOLTS FOR GARAGE DO	2.32
			3/08/12	MILLESONS/FUEL LINE HOSE E	60.00
			3/08/12	WALMART/CLEANING SUPPLIES	84.38
			3/08/12	WATERS/BRASS & METAL POLIS	4.49
			3/08/12	MILLESONS/OIL DRY	29.94
			3/08/12	OREILLY/OIL DRY	23.16
			3/08/12	RON'SAUTO/REPAIR E20'S SEA	130.00
			3/08/12	HOLIDAYINN/MOTEL AT ARSON	283.02
			3/08/12	WATERS/PUSHBROOMS FOR ENGI	37.98
			3/08/12	OREILLY/RADIATOR CAP E30	4.29
			3/08/12	FIREHOUSE/MAGAZINE SUBSCRI	24.95
			3/08/12	FIREENGIN/MAGAZINE SUBSCRI	29.00
			3/08/12	AUTOZONE/BATTERIES FOR S1	215.98
			3/08/12	AUTOZONE/FUSES	3.49
			3/08/12	WSDARLEY/TOOL KIT	167.77
				TOTAL:	18,535.13
STREET	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	48.89
			3/23/12	MEDICARE WITHHOLDING	11.43
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	37.17
		CARTEGRAPH SYSTEMS, INC.	3/14/12	Install Service Hour	750.00
		DS&O RURAL ELECTRIC	3/26/12	1807 LYDIA LN-WARNING SIRE	51.50
			3/26/12	QUINTON POINT SIREN	34.45
			3/26/12	LIGHTS AT HUNTERS RIDGE	554.66
			3/26/12	LIGHTS AT HARGRAVES #2	61.69
			3/26/12	LIGHTS AT INDIAN RIDGE/J.C	39.90
			3/26/12	LIGHTS AT HARGRAVES#5	123.38
			3/26/12	LIGHTS AT OLIVIA FARMS	45.94
			3/26/12	LIGHTS AT SUTTERWOODS	296.10
			3/26/12	LIGHTS AT SUTTER HIGHLANDS	246.75
			3/26/12	LIGHTS AT MANN'S RANCH	70.50
			3/26/12	LIGHTS AT HARGRAVES #4	11.75
			3/26/12	LIGHTS AT HARGRAVES #1	23.50
			3/26/12	LIGHTS AT HILLTOP #5	7.91
			3/26/12	LIGHTS AT HARGRAVES #3	35.25
			3/26/12	LIGHTS ALONG SVR	188.00
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	5.40
			3/23/12	DELTA DENTAL OF KANSAS	5.40
		WESTAR ENERGY	3/26/12	15TH & WASHINGTON-SL-FEB 2	17.25
		KANSAS PUBLIC EMPLOYE	3/23/12	KPERS #2	66.76
		CARD CENTER	2/26/12	PIZZA HUT-LUNCH	42.50
			2/26/12	WATERS TRUE VALUE-KEYS ENG	5.14
			2/26/12	WM SUPERCENTER-BATTERIES	6.37
		VEOLIA WATER NORTH AMERICA	3/13/12	PUBLIC WORKS	121,531.42

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	405.39
			3/23/12	KPERS #2	270.73
		INCODE	3/09/12	Web - Court Inquiry	100.00
		CARD CENTER	2/29/12	Phone Lines - Cox	127.49
		CINTAS #451	3/26/12	2 GREY MATS	15.35
			3/26/12	2 GREY MATS	15.35
		MISC	3/26/12	Bond Refund:11-10553 -03	239.00
		CABRERRA, ANDERSON VIL	3/26/12	Bond Refund:11-10553 -03	239.00
		CABRERRA, ANDERSON VIL	3/26/12	Bond Refund:11-10553 -03	239.00
				TOTAL:	2,297.41
JC OPERA HOUSE	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	123.74
			3/23/12	MEDICARE WITHHOLDING	28.94
		CL HOOVER OPERA HOUSE	3/26/12	2012 BUDGET CONTRIBUTION	10,000.00
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renewal - 2 years	65.30
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS RETIRED	268.24
		CARD CENTER	2/29/12	Phone Lines - Cox	89.14
				TOTAL:	10,575.36
JUNCTION CITY ARTS	GENERAL FUND	SECURITY SOLUTIONS INC	3/26/12	ALARM ARTS COUNCIL-109 W7	22.00
				TOTAL:	22.00
RECREATION	GENERAL FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	162.46
			3/23/12	MEDICARE WITHHOLDING	37.99
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	118.93
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renewal - 2 years	26.12
		AMBER HOPKINS	3/26/12	REFUND RENTAL DEPOSIT	25.00
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	38.88
			3/23/12	DELTA DENTAL OF KANSAS	38.88
			3/09/12	DELTA DENTAL OF KANSAS	3.68
			3/23/12	DELTA DENTAL OF KANSAS	3.68
		SECURITY SOLUTIONS INC	3/12/12	SECURITY SOLUTIONS 12TH ST	18.00
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	48.61
			3/23/12	KPERS #2	64.25
		CARD CENTER	2/29/12	12th St Internet Connect -	124.95
			2/29/12	12th St Internet Connectio	124.95
			3/08/12	BLACK TONNER CART	75.83
		CINTAS #451	3/23/12	GRAY MAT AT 12TH ST COMMUN	30.45
				TOTAL:	942.66
NON-DEPARTMENTAL	GRANTS	INTERNAL REVENUE SERVICE	3/23/12	FEDERAL WITHHOLDING	1,374.12
			3/23/12	SOCIAL SECURITY WITHHOLDIN	188.88
			3/23/12	MEDICARE WITHHOLDING	197.22
		ING LIFE INSURANCE & ANNUITY COMPANY	3/23/12	ING	125.00
		AMERICAN UNITED LIFE INSURANCE COMPANY	3/09/12	AMERICAN UNITED LIFE	19.02
			3/23/12	AMERICAN UNITED LIFE	19.02

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		JUNCTION CITY FIRE FIGHTERS ASSOCIATIO	3/23/12	I.A.F.F. LOCAL 3309	126.00
		KANSAS DEPT OF REVENUE	3/23/12	STATE WITHHOLDING	533.71
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	199.86
			3/23/12	KP&F	657.19
		POLICE & FIREMEN'S	3/09/12	POLICE & FIRE INSURANCE	128.38
			3/23/12	POLICE & FIRE INSURANCE	128.38
		FLEXIBLE SPENDING ACCOUNT #41807030	3/23/12	FIRST STATE BANK	240.83
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	3/09/12	AFLAC	48.06
			3/23/12	AFLAC	48.06
		UNITED WAY OF JUNCTION CITY-GEARY COUN	3/23/12	UNITED WAY	18.00
				TOTAL:	4,711.27
2005 JAG	GRANTS	TIGERDIRECT	3/16/12	Server	5,253.15
			3/16/12	Server -Partial Cost	1,835.29
				TOTAL:	7,088.44
SELF HELP HOUSING	GRANTS	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	278.81
			3/23/12	MEDICARE WITHHOLDING	65.20
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	148.66
			3/23/12	BLUE CROSS BLUE SHIELD	148.66
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renewal - 2 years	26.12
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	43.20
			3/23/12	DELTA DENTAL OF KANSAS	43.20
		HOME LUMBER CO.	3/19/12	BROOM, SPRED KRETE HANDLE	40.92
			2/28/12	CM-WRONG INVOICE#	17.79-
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	416.71
		CARD CENTER	2/29/12	Phone Lines - Cox	42.68
			2/29/12	WM SUPERCNTR-AUTO STAPLER	24.85
			2/29/12	VERIZON-IPHONE ACCESSORIES	108.45
			2/29/12	SHOP QUIK 2-FUEL FOR CTY T	75.00
				TOTAL:	1,444.67
SAFER GRANT-FIRE DEPT	GRANTS	INTERNAL REVENUE SERVICE	3/23/12	MEDICARE WITHHOLDING	132.02
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	891.96
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	21.60
			3/23/12	DELTA DENTAL OF KANSAS	21.60
			3/09/12	DELTA DENTAL OF KANSAS	54.70
			3/23/12	DELTA DENTAL OF KANSAS	54.70
		KANSAS PUBLIC EMPLOYEES	3/23/12	KP&F	1,552.86
				TOTAL:	2,729.44
NON-DEPARTMENTAL	SPIN CITY	INTERNAL REVENUE SERV	3/23/12	FEDERAL WITHHOLDING	291.90
			3/23/12	SOCIAL SECURITY WITHHOLDIN	209.71
			3/23/12	MEDICARE WITHHOLDING	72.39
		CITY OF JUNCTION CITY	3/09/12	TELEPHONE REIMBURSEMENT	8.79
			3/23/12	TELEPHONE REIMBURSEMENT	8.79

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	95.77
		CARD CENTER	2/29/12	Spin City - Cable - Jan	96.47
			2/29/12	Spin City - Cable	96.47
			2/29/12	Spin City - Internet - Jan	64.95
			2/29/12	Spin City - Internet	64.95
			3/08/12	FOOD SPIN CITY	61.87
			3/23/12	WALMART-DONUTS,CAKE	62.84
			3/23/12	WALMART-CAKE	66.82
			3/23/12	WALMART-PIZZA ICE CREAM	80.27
			3/23/12	WALMART-BANDAGES	14.60
			3/23/12	WALMART-HOLE PUNCH	17.38
			3/23/12	WALMART-PIZZA,MILK	90.40
			3/23/12	WALMART-CAKE	14.98
			3/23/12	WALMART-PIE SERVER	4.85
			3/23/12	WALMART-PIZZA,MILK,CAKE,IC	206.16
			3/23/12	KEY OFFICE	156.93
			3/23/12	WALMART-SOCKS	79.90
			3/23/12	WALMART-GATORADE,CANDY	117.15
			3/23/12	WALMART-PIZZA	59.76
			3/23/12	WALMART-DISINFECTANT	9.92
			3/23/12	APPLE I TUNE=STORE	12.90
			3/23/12	WALMART-RETURN	66.82
				TOTAL:	1,879.22
INDUSTRIAL REVENUE BON BOND & INTEREST		SECURITY BANK OF KANSAS CITY	4/01/12	VENTRIA IRB MONTHLY-APR 20	99,965.15
		CENTRAL NATIONAL BANK	3/19/12	TOM NEAL IND PARK LOAN PRI	43,069.88
			3/19/12	TOM NEAL IND PARK LOAN INT	5,656.43
		EMPRISE BANK	3/19/12	CAPGEMINI IRB PMT APR 2012	15,490.49
			3/19/12	CAPGEMINI IRB PMT APR 2012	14,655.58
				TOTAL:	178,837.53
NON-DEPARTMENTAL	WATER & SEWER FUND	FAMILY SUPPORT PAYMENT CENTER (MISSOURI	3/23/12	MACSS #41061331/ CV103-753	154.85
		INTERNAL REVENUE SERVICE	3/23/12	FEDERAL WITHHOLDING	1,846.40
			3/23/12	SOCIAL SECURITY WITHHOLDIN	786.84
			3/23/12	MEDICARE WITHHOLDING	271.66
		ING LIFE INSURANCE & ANNUITY COMPANY	3/23/12	ING	216.87
		AMERICAN UNITED LIFE INSURANCE COMPANY	3/09/12	AMERICAN UNITED LIFE	40.16
			3/23/12	AMERICAN UNITED LIFE	40.16
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	212.77
			3/23/12	BLUE CROSS BLUE SHIELD	359.06
			3/23/12	BLUE CROSS BLUE SHIELD	219.64
		CONTINENTAL AMERICAN LIFE COMPANY	3/09/12	CAIC	6.68
			3/23/12	CAIC	6.68
		CITY OF JUNCTION CITY	3/09/12	CITY OF JUNCTION CITY (G-F	4.80
			3/09/12	CITY OF JUNCTION CITY (G-F	3.30
			3/09/12	CITY OF JUNCTION CITY (G-F	3.30

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/23/12	AFLAC	14.66
		UNITED WAY OF JUNCTION CITY-GEARY COUN	3/23/12	UNITED WAY	30.65
				TOTAL:	6,379.71
WATER PRODUCTION	WATER & SEWER FUND	VEOLIA WATER NORTH AMERICA	3/13/12	WATER	131,083.90
				TOTAL:	131,083.90
WATER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	605.79
			3/23/12	MEDICARE WITHHOLDING	141.69
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	52.03
			3/23/12	BLUE CROSS BLUE SHIELD	52.03
			3/23/12	BLUE CROSS BLUE SHIELD	457.88
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renew - 2 yr 34%	44.40
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	65.02
			3/23/12	DELTA DENTAL OF KANSAS	65.02
			3/09/12	DELTA DENTAL OF KANSAS	23.52
			3/23/12	DELTA DENTAL OF KANSAS	23.52
		SECURITY SOLUTIONS INC	3/26/12	ALARM WUPD 2307 N JACKSON	35.00
			3/26/12	ALARM CITY CLERK OFC. (CS d	18.00
		BRINKS INCORPORATED	3/26/12	WATER-FEBRUARY 2011	495.83
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	393.27
			3/23/12	KPERS #2	459.33
		INCODE	3/09/12	Web - Utilities Inquiry -	106.68
		PITNEY BOWES	3/26/12	WATER PORTION OF BILL	3,040.50
		PITNEY BOWES INC	3/26/12	POSTAGE MACHINE INK/SEALER	310.82
		THE PRINTERY	3/19/12	25000-WINDOW ENV. W/IMPRIN	494.50
		CARD CENTER	2/29/12	Address Certification Soft	131.00
			2/29/12	Phone Lines - Cox	206.37
			3/07/12	NEW HIRE SCREEN-FINGER-	25.08
			3/07/12	OREILLY AUTO-SPLASH GUARD	33.98
			3/07/12	AUTOZONE-WINDSHIELD FLUID	7.98
			3/07/12	JIMS 66-WIPER BLADES	14.84
			3/07/12	WATERS-ELECTRICAL TAPE	1.98
			3/22/12	BANK SUPPLIES-METER LOCK	550.95
			3/22/12	KANSAS RURAL DEVELOPMENT	210.00
			3/22/12	KANSAS RURAL WATER ASSOC	345.00
		CINTAS #451	3/16/12	SCRAPER/BROWN MAT	28.28
			3/16/12	UNIFORMS-LANGDON, KENNY	10.23
			3/23/12	SCRAPER/BROWN MAT	45.26
			3/23/12	UNIFORMS-LANGDON, KENNY	10.23
		LATHROP & GAGE LLP	3/26/12	WATER TOWER LEASE	140.00
		XEROX CORPORATION	3/01/12	Water Dept Copier	177.39
				TOTAL:	8,823.40
SEWER ADMINISTRATION	WATER & SEWER FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	555.77
			3/23/12	MEDICARE WITHHOLDING	129.98

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		INCODE	3/09/12	Web - Utilities Inquiry -	106.66
		PITNEY BOWES	3/26/12	SEWER PORTION OF BILL	3,040.50
		THE PRINTERY	3/19/12	25000-WINDOW ENV. W/IMPRIN	494.50
		CARD CENTER	3/07/12	NEW HIRE SCREEN-FINGER-	25.08
				TOTAL:	5,967.93
WASTEWATER PLANTS	WATER & SEWER FUND	DS&O RURAL ELECTRIC	3/26/12	SEWER LIFT	152.02
			3/26/12	BROOKEBEND LIFT STATION	201.24
			3/26/12	LIFT STATION- HILLTOP #5	201.24
			3/26/12	2542/2548 JAGER DR SWR LIF	87.79
			3/26/12	2326/2321 OSPREY SWR LIFT	175.37
			3/26/12	2515 WILMA-OLIVIA FARMS-LI	172.95
		VEOLIA WATER NORTH AMERICA	3/13/12	WASTEWATER	181,645.28
				TOTAL:	182,635.89
NON-DEPARTMENTAL	STORM WATER	LOYAL AMERICAN LIFE INSURANCE COMPANY	3/09/12	CANCER PLAN	8.53
			3/23/12	CANCER PLAN	8.53
		INTERNAL REVENUE SERVICE	3/23/12	FEDERAL WITHHOLDING	177.48
			3/23/12	SOCIAL SECURITY WITHHOLDIN	62.16
			3/23/12	MEDICARE WITHHOLDING	21.46
		AMERICAN UNITED LIFE INSURANCE COMPANY	3/09/12	AMERICAN UNITED LIFE	8.33
			3/23/12	AMERICAN UNITED LIFE	8.33
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	27.87
		CITY OF JUNCTION CITY	3/09/12	TELEPHONE REIMBURSEMENT	6.63
			3/23/12	TELEPHONE REIMBURSEMENT	6.63
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	8.00
			3/23/12	DELTA DENTAL OF KANSAS	8.00
		KANSAS DEPT OF REVENUE	3/23/12	STATE WITHHOLDING	66.47
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	28.61
			3/23/12	KPERS #2	48.03
		UNITED WAY OF JUNCTION CITY-GEARY COUN	3/23/12	UNITED WAY	1.25
				TOTAL:	496.31
STORM WATER MANAGEMENT	STORM WATER	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	91.73
			3/23/12	MEDICARE WITHHOLDING	21.46
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	111.48
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	16.20
			3/23/12	DELTA DENTAL OF KANSAS	16.20
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	59.65
			3/23/12	KPERS #2	66.75
		VEOLIA WATER NORTH AMERICA	3/13/12	STORM WATER	6,166.67
				TOTAL:	6,550.14
ECONOMIC DEVELOPMENT	ECONOMIC DEVELOPME	TELEPLUS SOLUTIONS	3/15/12	Cancel call Forward 762-19	1.04
			3/15/12	Cancel Centrex Trunk -762-	6.72
				TOTAL:	7.76

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	37.55
			3/23/12	BLUE CROSS BLUE SHIELD	63.36
			3/23/12	BLUE CROSS BLUE SHIELD	22.28
		CITY OF JUNCTION CITY	3/09/12	TELEPHONE REIMBURSEMENT	1.99
			3/23/12	TELEPHONE REIMBURSEMENT	1.99
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	9.60
			3/23/12	DELTA DENTAL OF KANSAS	9.60
		KANSAS DEPT OF REVENUE	3/23/12	STATE WITHHOLDING	69.25
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	52.32
			3/23/12	KPERS #2	36.01
		FLEXIBLE SPENDING ACCOUNT #41807030	3/23/12	FIRST STATE BANK	25.00
		AMERICAN FAMILY LIFE ASSURANCE COMPANY	3/09/12	AFLAC	1.42
			3/23/12	AFLAC	1.42
		UNITED WAY OF JUNCTION CITY-GEARY COUN	3/23/12	UNITED WAY	1.35
				TOTAL:	617.55
SANITATION PICKUP	SANITATION FUND	VEOLIA WATER NORTH AMERICA	3/13/12	SANITATION	114,663.28
				TOTAL:	114,663.28
SANITATION ADMINISTRAT	SANITATION FUND	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	108.51
			3/23/12	MEDICARE WITHHOLDING	25.36
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	22.30
			3/23/12	BLUE CROSS BLUE SHIELD	22.30
			3/23/12	BLUE CROSS BLUE SHIELD	89.20
		GFI SOFTWARE FLORIDA, INC.	3/16/12	AV Renew - 2 yr 33%	43.10
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	19.44
			3/23/12	DELTA DENTAL OF KANSAS	19.44
			3/09/12	DELTA DENTAL OF KANSAS	4.92
			3/23/12	DELTA DENTAL OF KANSAS	4.92
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	109.07
			3/23/12	KPERS #2	50.05
		INCODE	3/09/12	Web - Utilities Inquiry -	106.66
				TOTAL:	625.27
EMPLOYEE BENEFITS	EMPLOYEE BENEFITS	TMHC SERVICES, INC.	3/26/12	RANDOM DRUG SCREENINGS	367.50
				TOTAL:	367.50
NON-DEPARTMENTAL	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	3/23/12	FEDERAL WITHHOLDING	305.41
			3/23/12	MEDICARE WITHHOLDING	29.90
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	37.16
		JUNCTION CITY POLICE	3/23/12	JCPOA	20.00
		KANSAS DEPT OF REVENUE	3/23/12	STATE WITHHOLDING	112.39
		KANSAS PUBLIC EMPLOYEES	3/23/12	KP&F	146.94
				TOTAL:	651.80
DRUG & ALCOHOL ABUSE	DRUG & ALCOHOL ABU	INTERNAL REVENUE SERVICE	3/23/12	MEDICARE WITHHOLDING	29.90

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	5.33
			3/23/12	DELTA DENTAL OF KANSAS	5.33
		KANSAS DEPT OF REVENUE	3/23/12	STATE WITHHOLDING	15.18
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	21.85
		FLEXIBLE SPENDING ACCOUNT #41807030	3/23/12	FIRST STATE BANK	8.34
				TOTAL:	140.97
SPECIAL LAW ENFORCEMEN	SPECIAL LE TRUST F	INTERNAL REVENUE SERVICE	3/23/12	SOCIAL SECURITY WITHHOLDIN	31.86
			3/23/12	MEDICARE WITHHOLDING	7.45
		JENNIFER ARNESON, DVM	3/23/12	FIGO BOARDING	112.00
			3/26/12	FIGO - FOOD / OMEGA 3	137.38
		BLUE CROSS BLUE SHIELD OF KS	3/23/12	BLUE CROSS BLUE SHIELD	74.33
		CENTURY LINK	3/23/12	M031302603 DTF PHONE SERVI	38.31
		BVAC	3/26/12	16297 40S&W AMMUNITION	870.00
		DELTA DENTAL (PAYROLL)	3/09/12	DELTA DENTAL OF KANSAS	10.80
			3/23/12	DELTA DENTAL OF KANSAS	10.80
		KANSAS PUBLIC EMPLOYEES	3/23/12	KPERS #1	45.55
		MID-STATES FITNESS EQUIP	3/23/12	WEIGHT MACHINE	4,299.00
			3/23/12	TREADMILL	2,999.00
		ADVANCED GRAPHIX INC	3/21/12	185282 GRAPHICS ARMORED VE	90.00
		CARD CENTER	3/14/12	RADIO SHACK-PORTABLE HARD	119.97
			3/14/12	DESERT SNOW TOOL KIT	164.95
			3/14/12	BROCO-ENFORCER RAM	240.00
			3/14/12	DELTA-TK-4 TRNG-AIR TRAVEL	363.50
			3/14/12	EXPEDIA TK-4 TRNG-AIR FARE	3.50
			3/14/12	THRIFTY-TK-4 TRNG-CAR RENT	29.74
			3/14/12	VERIZON-CELL PHONE CASES	167.41
			3/14/12	MARYS-FUNERAL ARRANGEMENT	75.00
			3/14/12	272656ORAP-STOPLIGHT SWTCH	9.54
			3/14/12	272859ORAP-WIPER ARM #229	47.98
			3/14/12	272884ORAP-CRANK SENSOR #2	46.05
			3/14/12	DEL MOTOR-DETAIL #216	50.00
			3/14/12	RADIO SHK-TV MOUNT EXERCIS	109.98
				TOTAL:	10,154.10
LAW ENFORCEMENT TRAIN	LAW ENFORCEMENT TR	OCCUPATIONAL HEALTH CLINIC	3/26/12	BABCOCK BREATHING CAPACITY	50.00
		UNIVERSITY OF KANSAS	3/14/12	PRE-EMPLOYMENT INT TRNG #1	290.00
			3/14/12	PRE-EMPLOYMENT INT. TRNG #	290.00
		CARD CENTER	3/14/12	REMINGTON-ARMORER COURSE	225.00
			3/14/12	JCCC-PATROL TACTIC#132,714	327.00
			3/14/12	DELTA-TK-4 TRNG-AIR TRAVEL	363.50
			3/14/12	EXPEDIA TK-4 TRNG-AIR FARE	3.50
			3/14/12	THRIFTY-TK-4 TRNG-CAR RENT	29.74
			3/14/12	DEWEY-TK-4 TRNG-MEALS #719	31.96
			3/14/12	DEWEY-TK-4 TRNG-MEALS #719	13.86
			3/14/12	54TH ST-STREET CRIME TRNG	16.00

DEPARTMENT	FUND	VENDOR NAME	DATE	DESCRIPTION	AMOUNT
			3/14/12	ANCHOR-KS GANG TRNG#5,153,	25.90
			3/14/12	CARRIAGE-KS GANG TRNG-#5,1	44.00
			3/14/12	SIRLOIN-KS GANG TRNG#5,153	25.78
			3/14/12	RAMADA-KS GANG TRNG-#5	253.59
			3/14/12	RAMADA-KS GANG TRNG-#153	253.59
			3/14/12	RAMADA-KS GANG TRNG-#705	253.59
				TOTAL:	2,916.71

===== FUND TOTALS =====		
01	GENERAL FUND	384,309.18
02	GRANTS	15,973.82
10	SPIN CITY	2,623.28
12	BOND & INTEREST	178,837.53
15	WATER & SEWER FUND	334,890.83
18	STORM WATER	7,046.45
19	ECONOMIC DEVELOPMENT	7.76
20	LIBRARY FUND	14,116.37
23	SANITATION FUND	115,906.10
35	EMPLOYEE BENEFITS FUND	367.50
47	DRUG & ALCOHOL ABUSE FUND	1,199.45
50	SPECIAL LE TRUST FUND	10,295.07
54	LAW ENFORCEMENT TRAINING	2,916.71

	GRAND TOTAL:	1,068,490.05

TOTAL PAGES: 17

SELECTION CRITERIA

SELECTION OPTIONS

VENDOR SET: 01-CITY OF JUNCTION CITY, KS
VENDOR: All
CLASSIFICATION: All
BANK CODE: All
ITEM DATE: 0/00/0000 THRU 99/99/9999
ITEM AMOUNT: 9,999,999.00CR THRU 9,999,999.00
GL POST DATE: 0/00/0000 THRU 99/99/9999
CHECK DATE: 3/13/2012 THRU 3/26/2012

PAYROLL SELECTION

PAYROLL EXPENSES: NO
CHECK DATE: 0/00/0000 THRU 99/99/9999

PRINT OPTIONS

PRINT DATE: GL Post Date
SEQUENCE: By Department
DESCRIPTION: Distribution
GL ACCTS: NO
REPORT TITLE: APPROPRIATIONS- MAR 13-MAR 26 2012-CS
SIGNATURE LINES: 0

PACKET OPTIONS

INCLUDE REFUNDS: YES
INCLUDE OPEN ITEM:NO

Backup material for agenda item:

- b. Consideration of the March 20, 2012 City Commission Meeting Minutes.

CITY COMMISSION MINUTES

March 20, 2012

7:00p.m.

The regular meeting of the Junction City City Commission was held on Tuesday, March 20, 2012 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands and Jack Taylor. Staff present was: City Manager Gerry Vernon, City Attorney Catherine Logan, and City Clerk Tyler Ficken.

CONSENT AGENDA

Consideration of Appropriation Ordinance A-6 2012 dated February 28, 2012 to March 12, 2012 in the amount of \$1,905,061.81. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of the March 6, 2012 City Commission Meeting Minutes. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of ambulance contractual obligation adjustments and bad debt adjustments. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Attached are listing of unpaid water bills and one unpaid Health Insurance Bill for March 12, 2012. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of the Special Event Permit application for Toby's carnival to have their annual carnival from May 16 through May 20, 2012 in the lot next to Dick Edwards Auto Plaza, 375 Grant Ave. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of Resolution R-2673 to reschedule a Public Hearing for the Dick Edwards TIF project. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration of award of bid fertilizer and herbicide application in Junction City parks for a total amount of \$15,302.50. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

The consideration and approval of Resolution R-2672, setting a public hearing date of May 1, 2012 to address condemnation of 630 W. 10th St. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of Resolution R-2667, setting a public hearing date of May 1, 2012 to address condemnation of 234 E. 5th St. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of Resolution R-2671, setting a public hearing date of May 1, 2012 to address condemnation of 1309 Johnson Dr. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of Resolution R-2668, setting a public hearing date of May 1, 2012 to address condemnation of 117 E. 3rd St. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of Resolution R-2669, setting a public hearing date of May 1, 2012 to address condemnation of 712 W. 10th St. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of Resolution R-2670, setting a public hearing date of May 1, 2012 to address condemnation of 331 W. 8th St. Commissioner Sands moved, seconded by Commissioner Taylor to approve the Consent Agenda as presented. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

SPECIAL PRESENTATIONS

A presentation by Randy Testa on progress with the Helland property park project. Randy Testa stated that the park will remain natural and use zero local tax dollars for support. One of the goals is to create an ownership within the community of the park, and create long term support. Mr. Testa stated that the park group has held 3 meeting which addressed issues of trail development, options for parking, the receipt of free engineering and technical services, and the potential work of Americorps volunteers. Mr. Testa stated that the park is unique in that it is a large natural area centrally located in the City. Mr. Testa stated that there would be a handicap

accessible trail loop. Commissioner Taylor stated that open hours for the park, and insurance need to be considered. City Manager Vernon stated that City staff will verify that the Helland Property is included on the property insurance list. Commissioner Sands moved, seconded by Commissioner Aska to approve support for the park without the support of local tax dollars. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

NEW BUSINESS

Consideration and approval to condemn the structure at 139 E. 11th St. Codes Administrator Karmann presenting. Commissioner Taylor stated that he had seen the condition of the house and it is in poor condition. Commissioner Taylor moved, seconded by Commissioner Johnson to approve condemnation of the structure at 139 E. 11th St. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

Consideration and approval of street lighting for Commonwealth Drive and Seitz Court street lighting installation. Assistant City Manager McCaffery presenting. Commissioner Sands stated that the lights need to be put in. Mayor Landes stated that the Commission needs to set standards to require lighting plans for future subdivisions. Commissioner Johnson stated that he visited the area at night, and it is pitch black. Commissioner Aska stated that he is worried about requiring payment after the project is completed. City Manager Vernon stated that in the past the home owners association tried to complete the project, but was unable. Commissioner Sands moved, seconded by Commissioner Johnson to approve street lighting for Commonwealth Drive and Seitz Court. Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: none. Motion carried.

COMMISSION COMMENTS

Commissioner Johnson stated that it is good to see volunteer groups working on projects like the Helland Park project.

Commissioner Sands thanked Assistant City Manager McCaffery for stepping in a fixing a constituent complaint issue. Commissioner Sands stated that Walk Kansas began on the 18th, so get out, walk, and enjoy the City.

Mayor Landes stated that the Helland Park can become a showcase for the City with natural prairie and flowers. Mayor Landes stated that the golf course is coming around and good changes are being made; it was fortunate that there was a mild winter.

STAFF COMMENTS

City Manager Vernon stated that the City will be holding a wellness fair in the municipal building gym on April 5th in the afternoon.

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Johnson to adjourn at 7:31 p.m.
Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: None. Motion Carried.

APPROVED AND ACCEPTED THIS 3RD DAY OF APRIL 2012 AS THE OFFICIAL COPY OF
THE JUNCTION CITY CITY COMMISSION MINUTES FOR MARCH 20, 2012.

Tyler Ficken, City Clerk

Pat Landes, Mayor

Backup material for agenda item:

- c. Consideration of agreement with sponsor of National Biplane Fly In Event scheduled for May 31 - June 3, 2012.

EVENT AGREEMENT

THIS EVENT AGREEMENT (this “**Agreement**”) is made and entered into as of this ____ day of April, 2012, by and between the City of Junction City, Kansas, (the “**City**”), and Chapter 1364 of the Experimental Aircraft Association, Inc. 3707 W. HWY K244, Junction City, Kansas (the “**EAA**”), for the purposes hereinafter set forth.

WHEREAS, the EAA wishes to host the National Biplane Fly In on the dates of May 31 through June 3, 2012 (the “**Event**”), on the area of Freeman Field, which is owned by the City and more particularly depicted on **Exhibit A** attached hereto (the “**Premises**”); and

WHEREAS, upon and subject to the terms and conditions of this Agreement, the City wishes to permit the EAA to use the Premises to host the Event during the period set forth above;

NOW, THEREFORE, in consideration of the premises, and of the mutual promises and agreements herein contained, the parties hereby agree as follows:

1. Permitted Use. Upon and subject to the terms and conditions of this Agreement, the City hereby grants to the EAA the right to use and occupy the Premises, together with a non-exclusive right of access thereto, on the dates of May 31 through June 3, 2012, for the purpose of organizing and hosting the Event. The EAA’s use of the Premises shall be limited to organizing and acting as host of the Event and coordinating or performing other activities in relation thereto. The EAA shall be responsible for providing its own equipment, if any, in connection with the Event and any other activities relating thereto.

2. Rental. No rental shall be charged by the City for EAA’s use and occupation of the Premises for the Event.

3. Condition of Premises. The EAA acknowledges and agrees that (a) the EAA is familiar with the Premises; (b) with the addition of grass to certain portions of the Premises, the current condition of the Premises would be adequate and sufficient for the EAA’s intended use thereof; (c) with the exception of allowing grass to grow and be maintained on and about the Premises as needed for the Event, the City shall not have any duty or obligation to alter or improve the condition of the Premises prior to the Event; and (d) the EAA will accept the Premises in the condition that exists as of the date on which the Event commences.

4. Maintenance and Repair. At all times during the Event, the EAA shall, at its sole cost and expense, maintain and keep up the Premises in good order and repair and in a neat, clean, and sanitary condition, free and clear of all litter, trash, rubbish, and other debris. Following the Event, the EAA shall be responsible, at its sole cost and expense, for restoring the Premises and the surrounding property to their condition existing as of the date on which the Event commenced and shall immediately (a) repair any damage caused to the Premises and any surrounding property as a result of, or otherwise arising out of, the Event or any act or omission by the EAA or any of the participants, invitees, or other guests attending or otherwise connected to the Event; and (b) clean the Premises and ensure that all litter, trash, rubbish, and other debris is bagged and deposited in designated trash receptacles or otherwise removed from the Premises, as determined by the City in its sole discretion. The aforesaid requirements shall not apply in any

manner to the EAA as respects normal maintenance to the premises which would traditionally be the responsibility of the City. Further, the aforesaid requirements shall not apply to any damage, destruction, or impairment in any way to premises as a result of any persons and persons other than those directly connected with and responsible for the activities of the EAA.

5. Disclaimer and Release. The EAA and its invitees and guests attending or otherwise participating in the Event shall be fully responsible for the safety, security, and protection of any property left on or about the Premises before, during, or after the Event. The City shall not be responsible for, and hereby disclaims any liability in connection with, any injury or death to any person which occurs as a result of or otherwise in connection with the Event, or any damage, theft, or loss of any property, whether personal or otherwise, of the EAA or any of the participants, invitees, or other guests attending or otherwise connected to the Event, regardless of the cause and regardless of whether such injury, death, damage, theft, or loss actually occurs during the Event or on the Premises. The EAA, for and on behalf of itself and each of its members, shareholders, directors, officers, managers, employees, volunteers, insurers, affiliates, executors, administrators, representatives, assigns, invitees, guests, and any and all other persons claiming by, through, or under it, does hereby unconditionally waive and release the City from any responsibility or liability, and does hereby covenant not to sue or make any claim or demand against the City or anyone acting on its behalf, in connection with any such injury, death, damage, theft, or loss, regardless of the cause and regardless of whether such injury, death, damage, theft, or loss actually occurs during the Event or on the Premises, except any injury, death, damage, theft or loss resulting directly or indirectly from the gross negligence of the City.

6. Indemnification. The EAA shall indemnify and hold harmless the City and each of its employees, agents, representatives, attorneys, insurers, affiliates, and all other persons or other entities who may be liable or who may be claimed to be liable from and against any and all past, present, and future liabilities, claims, demands, causes of action, actions, or suits of law or equity of whatsoever kind or nature, including all reasonable attorneys' fees arising therefrom, whether in contract, tort, or otherwise, whether known or unknown, whether foreseen or unforeseen, whether direct, contingent, or consequential, and whether for actual, special, or punitive damages, including all economic and non-economic damages, which any of them had, now has, or hereafter may have or may claim to have in connection with, arising out of, or in any way related to the Event or any injury, death, damage, theft, or loss resulting directly or indirectly from the Event, regardless of the cause and regardless of whether such injury, death, damage, theft, or loss actually occurred during the Event or on the Premises, except any injury, death, damage, theft or loss resulting directly or indirectly from the gross negligence of the City.

7. Insurance. The EAA shall procure and maintain, and shall furnish the City with a current, valid certificate evidencing, one or more policies of broad form general liability insurance for personal injury and property damage with combined single limit coverage of at least \$1,000,000.00 per occurrence. All policies of insurance shall name City as an additional insured by means of an endorsement which states that EAA's insurance coverage is primary to all other coverage City may have. Each policy shall also contain a waiver of subrogation rights in favor of City and provide that City be given at least thirty days' notice before any termination, cancellation or material modification of the policy. A Certificate of Insurance, acceptable to City, evidencing the existence and amount of each insurance policy required hereunder shall be

delivered to City prior to May 31, 2012. Upon request, EAA shall provide City copies of any policy required under this Agreement, including all endorsements thereto.

8. Legal Compliance. All participants, invitees, and other guests attending or otherwise connected to the Event, including, without limitation, the EAA and its staff, members, employees, and volunteers, shall at all times during the Event comply with all laws of the State of Kansas and all ordinances, rules, regulations, and guidelines of the City, including, without limitation, all rules and requests made by the City specifically in connection with the Event and the EAA's use of the Premises. The EAA shall be responsible, at its sole cost and expense, for obtaining any and all permits, licenses, and other governmental approvals required for the EAA's use of the Premises and the conduct of the Event, including, to the extent applicable, costs for any extra traffic, security and life-safety support provided by the City in support of the event.

9. Successors and Assigns. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, legal representatives, and permitted assigns.

10. No Third-Party Beneficiaries. Except as expressly set forth herein, nothing in this Agreement is intended to confer upon any person or entity, other than the parties hereto and their respective successors, legal representatives, and permitted assigns, any right, benefit, privilege, claim, or remedy by reason of any act or omission resulting from, or arising out of, this Agreement or any of its terms or conditions.

11. Integration; Amendments. This Agreement constitutes the entire agreement between the parties and supersedes all other statements, promises, representations, understandings, and agreements, whether oral or written, express or implied, with respect to the subject matter hereof. This Agreement may not be modified or amended except by a subsequent written instrument signed by each of the parties hereto.

12. Severability. In the event that any term or condition of this Agreement is held to be invalid or unenforceable for any reason, such term or condition shall be given effect to the fullest extent reasonable and practical, and such invalidity or unenforceability shall be limited to the particular term or condition involved and shall not affect the validity or enforceability of this Agreement or the remaining terms and conditions, which shall remain in full force and effect.

13. Headings. The headings in this Agreement have been inserted for convenience of reference only and shall not in any way be construed to define, modify, limit, or expand the scope, extent, or intent of this Agreement or any of its terms or conditions.

14. Counterparts. This Agreement may be executed by the parties in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

15. Governing Law. This Agreement and the rights of the parties hereunder shall be governed by, and construed in accordance with, the laws of the State of Kansas. The rule of construction that a document is to be construed against the drafting party shall have no application to the interpretation or enforcement of this Agreement or any amendments hereto.

Execution

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the day and year first above set forth.

CITY OF JUNCTION CITY, KANSAS

**CHAPTER 1364
EXPERIMENTAL AIRCRAFT
ASSOCIATION, INC.**

By: _____
Pat Landes
Mayor

By: _____
Name: Jim Clark
Title: _____

ATTEST:

By: _____
Tyler Ficken
City Clerk

Execution

Exhibit A

Depiction of the Area of Freeman Field where event will be held shown in area outlined in white and numbered 1 and 2 on attached aerial photo

City of Junction City

City Commission

Agenda Memo

March 20, 2012

From: Katie Logan, City Attorney
To: City Commission & Gerry Vernon, City Manager
Subject: Agreement relating to National Biplane Fly In scheduled for
May 31 – June 3, 2012

Issue: The National Biplane Fly In event is scheduled to be held May 31 through June 3, 2012 at Freeman Field. In accordance with past years an Agreement between the City and the sponsor, Chapter 1364 of the Experimental Aircraft Association, Inc., is attached. The agreement is in the same form and in 2010 and 2011. The event area is provided rent free, and the sponsor is required to provide insurance coverage for the City.

City Attorney Recommendation:

Approve Agreement

Possible Motion:

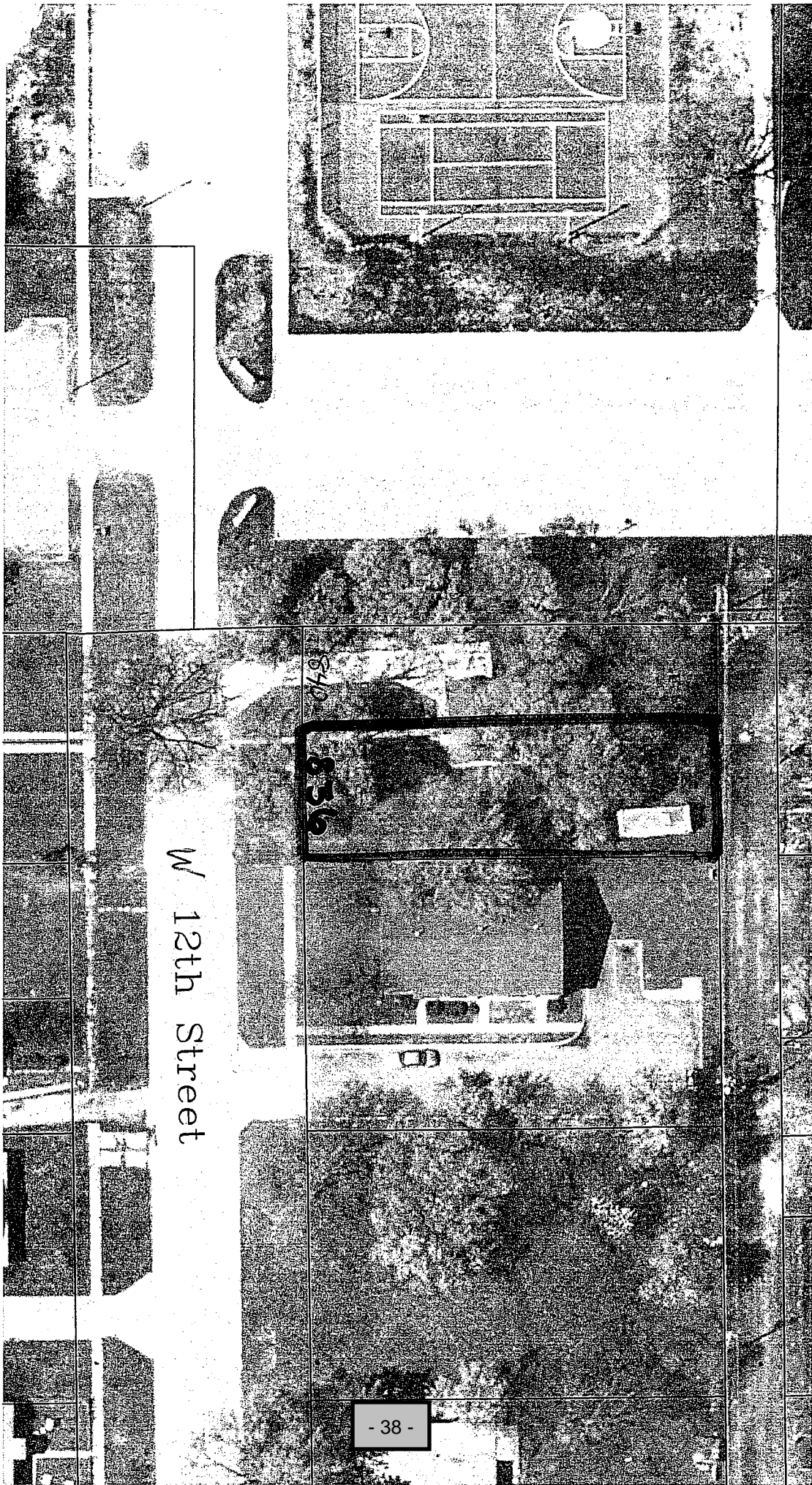
Move to approve Agreement relating to the 2012 National Biplane Fly In event

Enclosure:

Agreement

Backup material for agenda item:

- d. Consideration of transfer of title for 832 West 12th Street.



City of Junction City

City Commission - Agenda Memo

April 3, 2012 Meeting

From: Cheryl S. Beatty, Finance Director

To: City Commissioners and Gerry Vernon, City Manager

Subject: 836 West 12th Street – Transfer of Title

Objective: Consideration and approval of a transfer of title of 836 West 12th Street to Michael J. and Courtney A. Szydelko.

Explanation of Issue: Several months ago we identified three parcels that we should transfer title to an adjoining property owner, one being 836 West 12th Street. This parcel was deeded to the City in 2002 in conjunction with a blight proceeding; the home on the parcel was demolished and the property was given to the City. Attached is an aerial photo of the parcel, which shows that the house at 840 West 12th and a shed owned by the Szydelko's encroaches on this parcel. The Szydelko's were not aware of the encroachment until the city started mowing 836 West 12th Street last summer. Staff has not identified a future City use for this parcel.

Budget Impact: In 2010 the City successfully garnered tax exemption of this parcel. So, there is no annual tax payment. We do, however, have continued maintenance such as mowing on the property. Therefore, this transfer of ownership would place it back on the tax roll benefiting all taxing units of government, and we would have a reduction in maintenance costs.

Alternatives: The City Commission may approve, disapprove, modify, or table this request.

Recommendation: Staff recommends the transfer of title of 836 West 12th to Michael J. and Courtney A. Szydelko.

Suggested Motion: Commissioner _____ moves to approve the transfer of title of 836 West 12th from Junction City to Michael J. and Courtney A. Szydelko.

Enclosures: Original Deed
Aerial Map
Geary County Appraiser Information
Quit Claim Deed



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The Parcel Number for this Property is 031-111-02-0-40-15-006.00-0
Quick Ref ID: 5551

Owner(s) Name and Mailing Address

Owner Name	SZYDELKO, MICHAEL G & COURTNEY A
Address	840 W 12TH ST JUNCTION CITY, KS 66441

Property Situs Address

Address	840 W 12TH ST, Junction City, KS 66441
---------	--

Land Based Classification System

Function	Single family residence (detached)
Activity	Household activities
Ownership	Private-fee simple
Site	Developed site - with buildings

General Property Information

Prop Class	Residential - R
Living Units	1
Zoning	RM
Neighborhood	114.F
Tax Unit Group	001

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	On and Off Street - 3
Parking Quantity	Adequate - 2
Parking Proximity	On Site - 3
Parking Covered	
Parking Uncovered	

Current Appraised Value

Class	Land	Building	Total
Residential - R	5,670	82,160	87,830
Total	5,670	82,160	87,830

Previous Appraised Value

Class	Land	Building	Total
Residential - R	5,670	82,160	87,830
Total	5,670	82,160	87,830

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QUIT-CLAIM DEED

THIS INDENTURE is made on this 3 day of April, 2012, by and between City of Junction City, a municipal government of the County of Geary, State of Kansas, party of the first part, and Michael J. and Courtney A. Szydelko, husband and wife of the County of Geary, State of Kansas, parties of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of One (\$1.00) DOLLAR, to them paid by the said parties of the second part is hereby acknowledged by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

Lot Eleven (11), Block Fifteen (15), Cuddy’s Addition to Junction City, Geary County, Kansas. Commonly known as 836 West 12th

Also, subject to taxes and general and special assessments, any and all recorded easements, reservations, restrictions, encroachments and encumbrances, matters which would be shown by an accurate survey, underground and overhead cables, lines and utility services, and all existing zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations limiting or restricting the use to which the property may be put.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part and unto their heirs and assigns forever; so that neither the said party of the first part nor his [his] [her] [their] heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and their seal the day and year above written.

Pat Landes, Mayor

STATE OF KANSAS)
)ss.
COUNTY OF GEARY)

On this 3 day of April, 2012, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Pat Landes, Mayor, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Junction City, Kansas, the day and year last above written.

Tyler Ficken, Notary Public, Geary County, Kansas

My Commission Expires:

Entered in Transfer Record in my office this

21 day of Nov, A.D. 2002
Christina Benning
County Clerk

KELLY S. HODGE, A SINGLE MAN, SURVIVING JTWROS OF
HILDEGARD PRICE LAFONTAINE, DECEASED
CONVEY S AND WARRANT S TO
THE CITY OF JUNCTION CITY, KANSAS; AN INCORPORATED KANSAS
CITY
all the following described REAL ESTATE in the County of GEARY
and the State of Kansas, to-wit:
LOT ELEVEN (11), BLOCK FIFTEEN (15), CUDDY'S ADDITION
TO JUNCTION CITY, GEARY COUNTY, KANSAS
COMMONLY KNOWN AS 836 WEST 12TH
TRANSFERRED BY WARRANTY DEED 06-20-1987

for the sum of ONE DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATION

EXCEPT AND SUBJECT TO: EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD

THIS DEED IS EXEMPT
FROM K.S.A. 1991
SUPP. 79-1437e AS
PER EXCEPTION NO. 4

Dated 18 NOV 2002
STATE OF KANSAS, GEARY COUNTY, ss
BE IT REMEMBERED, That on this 18th day of NOV
A.D. 2002, before me, the undersigned, a NOTARY
PUBLIC
in and for the County and State aforesaid, came

Kelly S. Hodge, a single
man

Kelly S. Hodge
KELLY S. HODGE

who is personally known to me to be the same person who
executed the within instrument of writing and such person duly
acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my seal, the day and year last above written.

NOTARY PUBLIC - State of Kansas
CHARLES A. KILLIAN
My Appl. Exp. Nov. 1, 2003

term expires _____, 19____

Notary Public.

STATE OF KANSAS ss.
GEARY County,

This instrument was filed for record on the
21 day of November, A.D., 2002
at 3:20 o'clock P.M., and duly recorded
in book 98 of Deeds
at page 1924

Diane Lynn Bristowsky
Register of Deeds.
Charles S. Biddle

Total Fees. \$ 8.00, File: \$ 6.00, Rec: \$ 2.00

Backup material for agenda item:

- e. Consideration of transfer of title for 109 Snell property.



City of Junction City
City Commission - Agenda Memo

April 3, 2012 Meeting

From: Cheryl S. Beatty, Finance Director

To: City Commissioners and Gerry Vernon, City Manager

Subject: 109 Snell Street – Transfer of Title

Objective: Consideration and approval of a transfer of title of 109 Snell to Michael Roth Trust.

Explanation of Issue: Several months ago we identified three parcels that we should transfer title to an adjoining property owner, one being 109 Snell Street. This parcel was deeded to the City in 2006 in conjunction with a blight proceeding; additional history is unknown. Attached is an aerial map of the parcel and Geary County appraiser information for your reference. The trust attorney was contacted and has agreed to accept the parcel on behalf of the trust. Staff has not identified a City use for this parcel.

Budget Impact: The City was not successful with a tax exemption application. Therefore, we continue to pay taxes on this parcel, approximately \$55.00 per year. In addition the cost must pay of the cost of maintaining the parcel such as mowing.

Alternatives: The City Commission may approve, disapprove, modify or table this request.

Recommendation: Staff recommends the approval of the transfer of title of 109 Snell to the Michael Roth Trust.

Suggested Motion: Commissioner _____ moves to approve the transfer to title of 109 Snell from City of Junction City to Michael Roth Trust.

Enclosures: City Deed
Aerial Map
Geary County Appraiser Information



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The Parcel Number for this Property is 031-111-01-0-30-18-029.00-0
Quick Ref ID: 4256

Owner(s) Name and Mailing Address

Owner Name	JUNCTION CITY, CITY OF
Address	P O BOX 287 JUNCTION CITY, KS 66441

Property Situs Address

Address	109 SNELL AVE, Junction City, KS 66441
---------	--

Land Based Classification System

Function	Residential highest and best use
Activity	Residential activities
Ownership	Private-fee simple
Site	Site in natural state

General Property Information

Prop Class	Vacant Lots - V
Living Units	
Zoning	CSR
Neighborhood	114.F
Tax Unit Group	001

Property Factors

Topography	Level - 1
Utilities	All Public - 1
Access	Paved Road - 1 Alley - 7
Fronting	Residential Street - 4
Location	Neighborhood or Spot - 6
Parking Type	Off Street - 1
Parking Quantity	Adequate - 2
Parking Proximity	Adjacent - 2
Parking Covered	
Parking Uncovered	

Current Appraised Value

Class	Land	Building	Total
Vacant Lots - V	2,850	0	2,850
Total	2,850	0	2,850

Previous Appraised Value

Class	Land	Building	Total
Vacant Lots - V	2,850	0	2,850
Total	2,850	0	2,850

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QUIT-CLAIM DEED

THIS INDENTURE is made on this 3 day of April, 2012, by and between City of Junction City, a municipal government of Geary County, State of Kansas, party of the first part, and Richard A. Pinaire, Trustee (or his successor Trustee), of the Michael Roth Trust, dated 3/19/08, of Geary County, State of Kansas, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of One (\$1) DOLLAR, to them paid by the said party of the second part (the receipt of which is hereby acknowledged) does by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part, the following described lots, tracts or parcels of land, lying, being and situate in the County of Geary and State of Kansas, to-wit:

The South Twenty-seven (S27') feet of Lot Thirteen (13), Block Eight (8), Callen's Addition to the City of Junction City, Geary County, Kansas.

Also, subject to taxes and general and special assessments, any and all recorded easements, reservations, restrictions, encroachments and encumbrances, matters which would be shown by an accurate survey, underground and overhead cables, lines and utility services, and all existing zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations limiting or restricting the use to which the property may be put.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said party of the second part and unto his heirs and assigns forever; so that neither the said party of the first part nor their heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and their seal the day and year above written.

Pat Landes, Mayor

STATE OF KANSAS)
) ss.

COUNTY OF GEARY)

On this 3 day of April, 2012, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Pat Landes, Mayor, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Junction City, the day and year last above written.

Tyler Ficken, Notary, Geary County, State of Kansas

Commission Expires:

J-CAT 21236

Backup material for agenda item:

- f. Consideration to transfer title for West 9th Street property.

City of Junction City

City Commission - Agenda Memo

April 3, 2012 Meeting

From: Cheryl S. Beatty, Finance Director

To: City Commissioners and Gerry Vernon, City Manager

Subject: West 9th Street – Transfer of Title

Objective: Consideration and approval of a transfer of title of West 9th Street to BCS Design, Inc.

Explanation of Issue: A new business wishes to locate in Junction City by purchasing 112-116 West 9th Street. In the process of the purchase, it was discovered that the City owned the back part of Lot 17, Block 7. We verified the findings. The City has owned it since 1951 “to be used as a public alley. The owners indicated they had believed the property was theirs and has maintained it for years. We found the property is not used as an alley. Therefore, there is no City purpose for City ownership.

Budget Impact: This transfer of ownership would place it back on the tax roll benefiting all taxing units of government.

Alternatives: The City Commission may approve, disapprove, modify, or table this request.

Recommendation: Staff recommends the transfer of title of West 9th to BCS Design, Inc. as requested since there is no City purpose for ownership and transfer would place it back on the tax roll.

Suggested Motion: Commissioner _____ moves to approve the transfer of title of West 9th from Junction City to BCS Design, Inc.

Enclosures: Original Deed
Aerial Map
Geary County Appraiser Information
Quit Claim Deed

QUIT-CLAIM DEED

THIS INDENTURE is made on this 3 day of April, 2012, by and between City of Junction City, a municipal government of the County of Geary, State of Kansas, party of the first part, and BCS Design, Incorporated, a private corporation, of the County of Geary, State of Kansas, party of the second part.

WITNESSETH, that the said party of the first part, in consideration of the sum of One (\$1.00) DOLLAR, to them paid by the said party of the second part is hereby acknowledged by these presents REMISE, RELEASE and FOREVER QUIT CLAIM unto the said party of the second part the following described lots, tracts or parcels of land, lying, being and situate in the County of Geary, State of Kansas, to-wit:

All of the north eighty (80) feet of the East Half (E 1/2) of Lot Seventeen (17), Block Seven (7), Junction City, Kansas, and

A parcel beginning at a point on the East line of Lot Seventeen (17), Block Seven (7), Junction City, Geary County, Kansas, Eighty (80) feet South of the Northeast corner of said Lot, thence South ten (10) feet, thence West to the center of said Lot; thence North Ten (10) feet, thence East to point of beginning.

Subject to easements for sewer created under Quit Claim Deed dated August 13, 1945 recorded in Deed Record No. 33, page 8, and Quitclaim Deed dated May 2, 1951 and recorded in Deed Record No. 38, page 365, in the office of the Register of Deeds of Geary County, Kansas, and also subject to taxes and general and special assessments, any and all recorded easements, reservations, restrictions, encroachments and encumbrances, matters which would be shown by an accurate survey, underground and overhead cables, lines and utility services, and all existing zoning ordinances, laws, codes, statutes and subdivision regulations and other governmental laws, rules, codes, statutes and regulations limiting or restricting the use to which the property may be put.

TO HAVE AND TO HOLD THE SAME, with all the rights, immunities, privileges and appurtenances thereto belonging, unto the said parties of the second part and unto their heirs and assigns forever; so that neither the said party of the first part nor his [his] [her] [their] heirs nor any other person or persons, for them or in their name or behalf, shall or will hereinafter claim or demand any right or title to the aforesaid premises or any part thereof, but they and each of them shall, by these presents, be excluded and forever barred.

IN WITNESS WHEREOF, the said party of the first part has hereunto set hand and their seal the day and year above written.

Pat Landes, Mayor

STATE OF KANSAS)
)ss.
COUNTY OF GEARY)

On this 3 day of April, 2012, before me, the undersigned, a Notary Public within and for said County and State, personally appeared Pat Landes, Mayor, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at my office in Junction City, Kansas, the day and year last above written.

Tyler Ficken, Notary Public, Geary County, Kansas

My Commission Expires:

DEED RECORD NO. 33
(GENERAL WARRANT) *Quitclaim*

FROM
J. D. Winpenny et al
TO
City of Junction City, Kansas

STATE OF KANSAS, GEARY COUNTY, ss.
This instrument was filed for record on the 18th day of August 1945 at 1:35 o'clock P. M.
Clarence D. Brown, Register of Deeds.
By August D. Day, Deputy.
Entered in Transfer Record in my office, this 18th day of August 1945.
By August D. Day, County Clerk.
Deputy.

THIS INDENTURE, Made this 13th day of August 1945 between J. D. Winpenny and Doris M. Winpenny, his wife, and Leonard Pratt A. Singer, Man of the first party, and Seebury City of Junction City, Kansas of the first party, and Geary County, in the State of Kansas, of the second party,
WITNESSETH, That said parties of the first part, in consideration of the sum of One of United States Money and no DOLLARS, the receipt whereof is hereby acknowledged, do hereby present Quitclaim unto said party of the second part, all the rights and assigns, all the following-described REAL ESTATE, situated in the County of Geary and State of Kansas, to wit:

All of the north eighty foot (80') of the East half (E 1/2) of Section 17, T17N, R17E, Sec 17, T17N, R17E, Junction City, Kansas, to be used as a public alley, running out and across said several acres and survey, commencing at the corner of said foot track with the corner of the alley to the north.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances therunto belonging, or in anywise appertaining, forever.
And said _____

for _____ heirs, executors or administrators, do hereby covenant, promise and agree, to and with said party of the second part, that at the delivery of these presents _____ lawfully seized _____ own right, of an absolute and inalienable estate of inheritance, in fee simple, of and in all singular the above granted and described premises, with the appurtenances; that the same are free, clear, discharged and unincumbered, of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and incumbrances, of what nature or kind soever;

and that _____ will WARRANT AND FOREVER DEFEND the same unto said party of the second part _____ heirs and assigns, against said party of the first part _____ heirs and all and every person or persons whomsoever, lawfully claiming or to claim the same.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hand and year first above written.

*Executed and delivered
in presence of*

J. D. Winpenny
Doris M. Winpenny
Leonard Pratt

STATE OF KANSAS, GEARY COUNTY, ss.
BE IT REMEMBERED, That on this 13th day of August A. D. 1945, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. D. Winpenny and Doris M. Winpenny, his wife, and Leonard Pratt A. Singer, Man who are personally known to me to be the same persons above written.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal, the day and year last above written.

J. D. Steck
(Term expires July 23, 1946)
Notary Public.

DEED RECORD No. 38

QUITCLAIM DEED. FROM J. D. SIMPSON, ET AL. TO CITY OF JUNCTION CITY, KANSAS.

THIS INDENTURE, Made this 2nd day of May, 1951 between J. D. Simpson and Doris M. Simpson, his wife; Leonard Pratt, a single man, of Geary County, in the State of Kansas of the first part, and City of Junction City, Kansas of Geary County, in the State of Kansas of the second part;

WITNESSETH, That said parties of the first part, in consideration of the sum of One Dollar - - - - - and - - - - - 100 - - - - - DOLLARS, the receipt of which is hereby acknowledged, do by these presents, Remise, Release and Quitclaim unto the said party of the second part, its successors and assigns, all the estate, right, title, interest and claim which said parties of the first part have in and to the following described real estate situated in the County of Geary and State of Kansas, to-wit:

Beginning at a point on the East line of Lot Seventeen (17), Block Seven (7), Junction City, Kansas, Eighty (80) feet South of the Northeast corner of said Lot, thence South Ten (10) feet, thence West to the center of said Lot; thence North Ten (10) feet, thence East to point of beginning; to be used as a public alley reserving an easement for a sewer over said premises connecting the South Fifty (50) feet of said Lot with the sewer in the alley to the North. The purpose of this deed is to supplement the deed heretofore given by first parties to the second party and recorded in Book 33 at Page 8 of the Deed Records of Geary County, Kansas.

TO HAVE AND TO HOLD THE SAME, Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, forever.

And said parties of the first part covenant that at the date hereof, they have executed no conveyance or other instrument of writing whatsoever affecting the said real estate, which does not now appear of record in the office of the Register of Deeds of said County and State..

In Witness Whereof, the said parties of the first part have hereunto set their hands, the day and year first above written.

J. D. Simpson
Doris M. Simpson
Leonard Pratt

STATE OF KANSAS, GEARY COUNTY, ss.

BE IT REMEMBERED, That on this 11th day of June, 1951, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came J. D. Simpson and Doris M. Simpson, his wife; Leonard Pratt, a single man; who are personally known to me to be the same persons who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal on the day and year last above written.

(SEAL)

Richard J Brown Notary Public.

My commission expires June 11th, 1952

I hereby certify that the within deed was entered for transfer on my Transfer Record this 12' day of June A. D. 1951.

Guy S. Day
County Clerk.

Filed and recorded June 12, 1951 at 4:40 P. M.
Oliver S. Gaudel, Register of Deeds.

BCS Design, Inc.**19920 W. 161st Street****Olathe, Kansas 66062****Tel: (913) 780-4820****Fax: (913) 780-5088****Via email and fax (785) 223-4262****Cheryl Beatty****City of Junction City****Re: 112-116 W. 9th Street
Junction City****Dear Ms. Beatty:**

In follow up to our communications, BCS Design, Inc. is the owner of the real property and improvements at 112-116 W. 9th Street that has the fenced area in the rear. We recently learned that part of the land behind the building within our fence that have believed we have owned for a considerable time has title for some part of the area in the name of the City of Junction City.

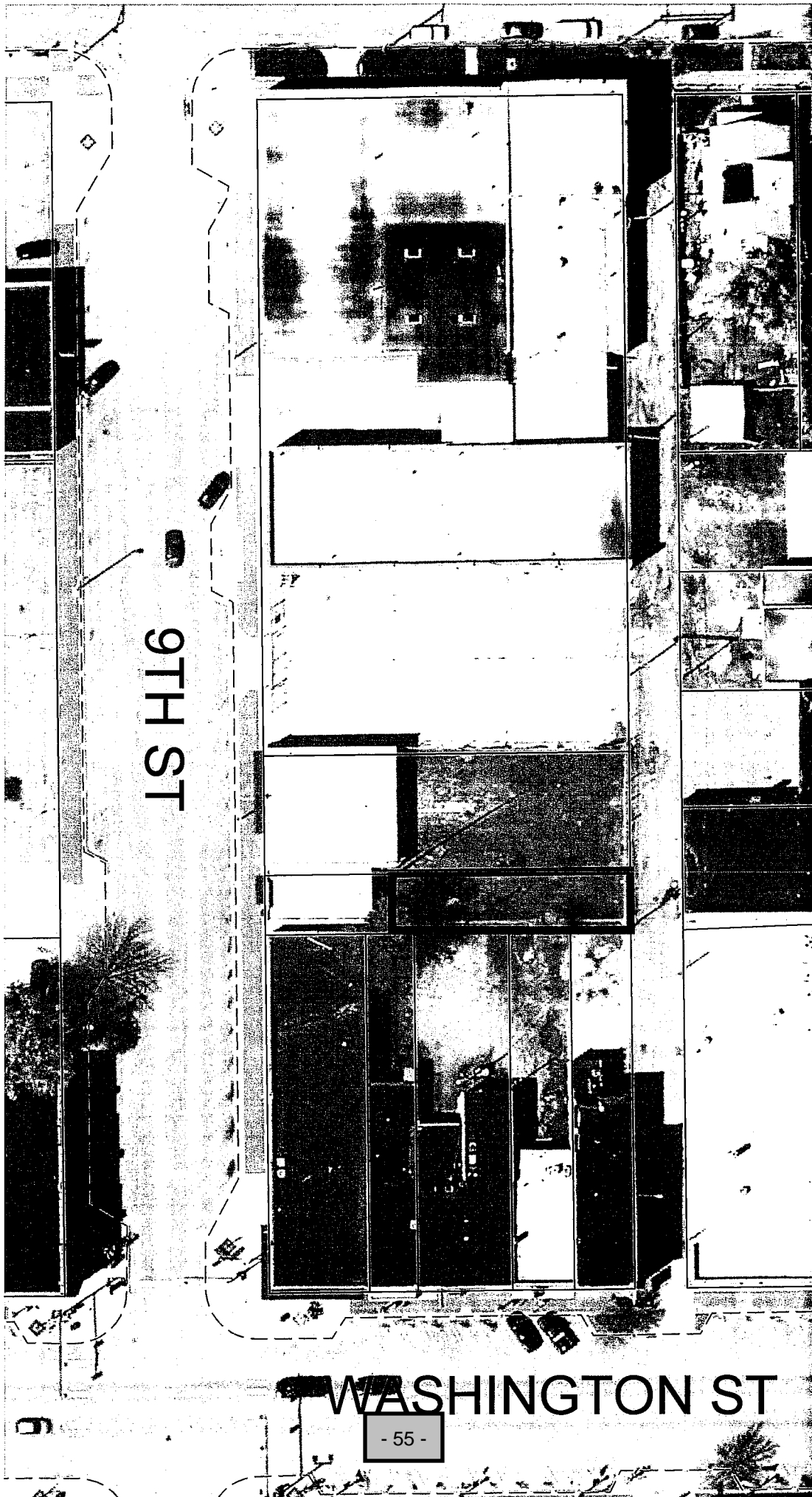
As discussed, BCS Design, Inc. requests to pay the City the amount of \$1.00 for the transfer of title to that area that has long been vacated by the City. BCS Design respectfully requests approval from the City for this transaction.

In the past ten years, BCS Design has had a number of property transactions with the City, and in particular Self-help housing. With the original property that we purchased from the City and improved, we have sold it to the Self-Help program at a considerable loss to BCS Design. We are good supporters of Junction City.

We appreciate the City's approval of this request. Thank you for your assistance. Please call me at (913) 780-9595 if you have any questions.

Sincerely,

Christopher Reedy
Secretary



9TH ST

WASHINGTON ST

GEARY COUNTY APPRAISER

County Office Building
200 E 8th St
Junction City KS 66441-2640

Return Service Requested

**Valuation Notice
THIS IS NOT A TAX BILL**

JUNCTION CITY, CITY OF
P O BOX 287
JUNCTION CITY KS 66441

DATE MAILED: 03/01/2012

TAXING UNIT GROUP: 001

SUBDIVISION: JCT CITY PL

LOT: THROUGH:

BLOCK:

SEC-TWP-RNG: 01 - 12 - 05

LEGAL: JCT CITY PL , N 90 OF E1/2 LOT 17 BLK 7
SECTION 01 TOWNSHIP 12 RANGE 05

PROPERTY ADDRESS:

00000 W 9TH ST
Junction City KS

PARCEL NUMBER:

031-111-01-0-30-28-021.00-0



This is your official notification of the County Appraiser's estimate of value for your property.
The value has been updated as required by law.

2012 CLASSIFICATION AND VALUE

CLASS	TOTAL APPRAISED	ASSESSED VALUE
E	8,400	0
TOTALS:	8,400	0

PRIOR YEAR CLASSIFICATION AND VALUE

CLASS	TOTAL APPRAISED	ASSESSED VALUE
E	8,400	0
TOTALS:	8,400	0

CC District

Real property is appraised at "market value" as it exists the first day of January each tax year, except for land devoted to agricultural use, which is appraised at its "use value" not "market value".

Please refer to the back of this document for more information. A guide to the appeals process in Kansas is available free of charge in your County Appraiser's Office.

If you have any questions or wish to schedule an appeal, call the Appraiser's Office customer service number at: (785) 238-4407.

Backup material for agenda item:

- g. Consideration of a Cereal Malt Beverage license to Negril Caribbean Restaurant LLC, located at 127 W 7th St, for the 2012 calendar year.

**City of Junction City
City Commission
Agenda Memo**

April 3, 2012

From: Gregory S. McCaffery, Assistant City Manager
To: Gerry Vernon, City Manager and City Commissioners
Subject: CMB License – Negril Caribbean Restaurant LLC

Objective: The consideration and approval of a Cereal Malt Beverage license to Negril Caribbean Restaurant LLC, located at 127 W 7th St, for the 2012 calendar year.

Explanation of Issue: City staff has received application for a Cereal Malt Beverage license for Negril Caribbean Restaurant LLC located at 127 W 7th St. The background check has been approved, the location has passed inspections by both Building & Codes and the Kansas Department of Agriculture and Zoning has been verified.

Budget Impact: There are two different types of Cereal Malt Beverage licenses, General and Limited. This license is considered a General Cereal Malt Beverage license and costs \$200.00. Each license is charged a \$25.00 investigation fee and a \$25.00 State Stamp fee.

Alternatives: The Commission may approve, deny, or postpone this item.

Recommendation: Staff recommends approval of a Cereal Malt Beverage license to Negril Caribbean Restaurant LLC, located at 127 W 7th St, for the 2012 calendar

Suggested Motion:

Commissioner _____ moves to a Cereal Malt Beverage License to Negril Caribbean Restaurant LLC _____

Commissioner _____ seconded the motion.

Backup material for agenda item:

- a. Presentation from Carter Oliver of the VFW to Fireman Jeremy Ross and Officer Nick Blake.

City of Junction City

City Commission

Agenda Memo

3-29-2012

From: Tyler Ficken, City Clerk
To: City Commission
Subject: VFW Post 8773 Award Presentations

Objective: To conduct presentations from VFW Post 8773

Explanation of Issue: Mr. Carter Oliver has requested to present Certificates of Appreciation to Officer Blake and Firefighter Ross for their service to the community.

Budget Impact: None

Special Considerations: None

Enclosures: Supporting documents provided by VFW Post 8773

Junction City Fire Chief Michael Steinfort entered Firefighter/EMT Jeremy Ross in the VFW Firefighters award program

This Firefighter/EMT is Post 8773 winner for 2011-2012

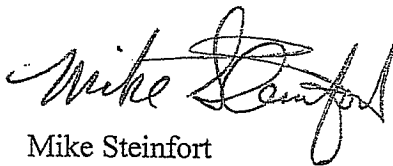
I am nominating Firefighter/EMT Jeremy Ross for the 2011 VFW Award Recognition. On August 9, 2011 the Junction City Fire Department received a call of a structure fire in the 900 block of Grant Ave. The on duty crew responded to the address code three and arrived to find a single family structure with heavy smoke showing from the residence.

A resident of the structure was outside at the time of the crew's arrival. The occupant told the crew that they were unsure if the other occupant of the structure was inside. With that information the structure was ventilated and the entry crew made there way into the burning structure. Captain Booth and Firefighter Ross were the entry team that made there way into the structure to begin the search for the possible victim and to extinguish the fire. The entry crew worked into the structure about 10 to 15 feet through extreme heat and heavy smoke. At that point the crew had to back out because of the extreme heat. The crews then reentered the structure and were able to complete a search and extinguish the fire inside.

The search revealed that there was not anyone else in the structure. The unaccounted for resident had left the structure earlier and had not notified the resident that was still there.

Because of the extreme heat conditions in the structure and the fact that Firefighter Ross and Captain Booth knew that there may be someone inside they did everything possible to search the structure to find them. Because of their dedication to protect the citizen that we serve and willingness to find them in this fire situation Firefighter Ross was injured at this fire. Firefighter Ross had burn injuries to his ears due to the extreme heat conditions in the structure. Firefighter Ross continued on with his duties at the scene of the fire and only informed his Supervisor of his injuries after returning to the fire station.

Firefighter Ross has 3 years of experience with the Junction City Fire Department. Even with his relative short time on the job he demonstrated his bravery and concern for the well being of the residents of Junction City. The Junction City Fire Department is privileged to have Firefighter Ross as one of our team.



Mike Steinfort
Fire Chief

Certificate of Appreciation

Presented to

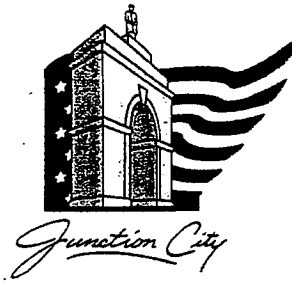
Jeremy Ross

We the members of William L. Talbott Post 8773 Junction City, Kansas wish to thank you for your participation in the Firefighter recognition VFW program. You have been chosen by our VFW as the Junction City Firefighter of the year 2011. Being part of a entry team on August 9th 2011 you displayed what it takes to enter a burning structure to search for possible victims. You are a great credit to the Citizens of Junction City the Junction City Fire Department, Fort Riley and the Veterans of Foreign Wars. Stay safe and we wish you great success.

**VFW Post 8773 Commander
Carter W. Oliver**

**4th District Commander
Joe Barner**

TIM BROWN
CHIEF OF POLICE



210 E. 9TH STREET
JUNCTION CITY, KS 66441
(785) 762-5912
FAX: (785) 762-3931

POLICE DEPARTMENT

Veterans of Foreign Wars
Post 8773
Junction City, Kansas

November 27, 2011

To: Whom it may concern:

Reference: Master Officer Nick Blake

I am pleased to write this recommendation for the Veterans of Foreign Wars Kansas State Officer of the Year Award in regards to the qualifications of Junction City Police Department Master Officer/K-9 Officer Nick Blake.

Master Officer Blake is 31 years old, and resides with his family in Junction City, Kansas. He is married to Jill and they have one son, Kayden. He joined the Junction City Police Department in 2004 after spending four ½ years with the United States Military. He has been our K-9 Officer with his partner Figo since 2008.

Master Officer Blake is a true professional. He is very personable, caring, thoughtful, friendly, loyal, compassionate, enthusiastic and thorough. He is the Immediate Past President of the Junction City Police Officers Association.

Master Officer Blake's performance as a K-9 Officer is exceptional. His attention to details and keen sense of those trafficking in illegal narcotics is what sets him apart from others in his line of work.

One of Master Officer Blake's cases involved him arresting a person for transporting illegal drugs on Interstate 70 through Junction City. With the assistance of the DEA he accompanied the suspect and the suspect's vehicle to New York to deliver the illegal narcotics. This investigation and sting operation resulted in the arrest of several drug dealers. The suspect was ordered to transport the illegal narcotics across State lines or they would kill his family member.

The following is the activity of Master Officer Blake and his K-9 Figo since January 2008.

Drugs Seized:

- 389 pounds of marijuana
- 51 pounds of heroin
- 2 grams of powder cocaine
- 14 grams of crack cocaine
- 2 ecstasy pills
- 159 narcotic pills
- 25 grams of methamphetamine

The following are numbers of cases involving drugs seized less than 1 gram in weight:

- 62 cases of marijuana
- 3 cases of cocaine
- 7 cases of methamphetamine

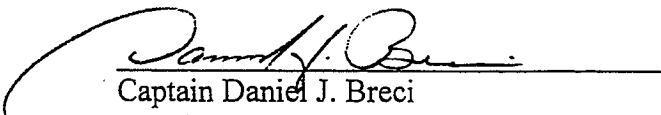
The following are asset forfeitures derived from these cases:

- \$505,937.00 in US Currency
- 27 vehicles
- 5 pieces of electronic equipment

And 5 suspect apprehensions from tracking/building searches.

The Citizens of Junction City-Geary County Kansas and the Law Enforcement Community are proud of the excellent work ethic and exemplary performance of Master Officer Nick Blake. All law abiding citizens would have no reservations about recommending him for this award.

If you would like to discuss Master Officer Blake's qualifications with me further, please call or email me anytime.



Captain Daniel J. Breck
Junction City, Kansas Police Department
210 E. 9th Street
Junction City, Kansas 66441
785-223-1330 Cell
785-762-5912 Office
dan.breck@jcks.com

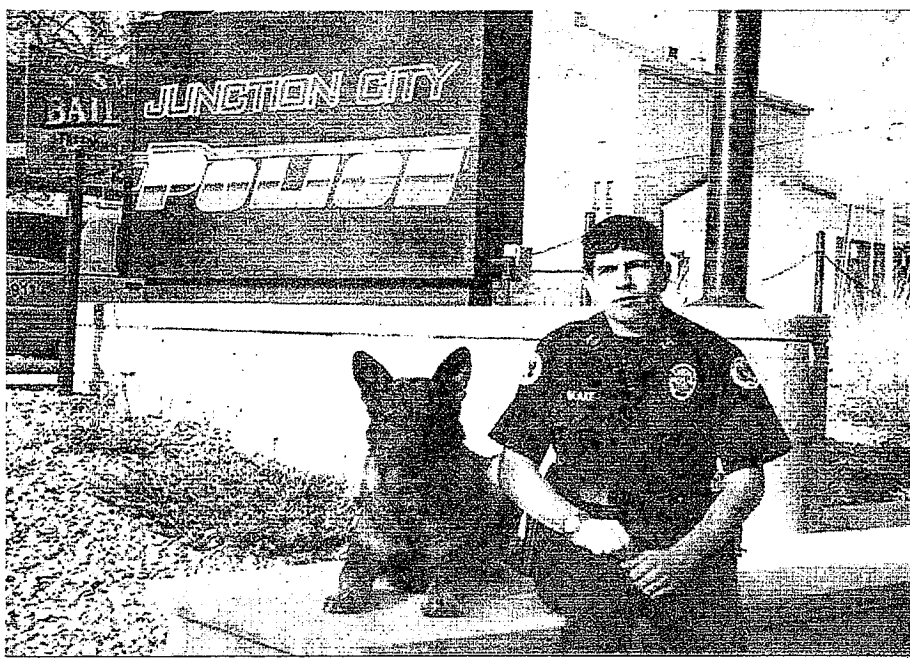


PHOTO P

on City police officer Nick Blake and his K-9 partner, Figo, have been of vital importance in the war against drugs. Blake and Figo are one of two K-9 teams, with a third team training to begin work soon.

Specially trained

Local law agencies use dogs in fight against drugs

By JOHN CURTIS
j.curtis@thedailyunion.net

The tail end of the truck y County Undersheriff Wolf drives carries a mess for the criminals Wolf and law enforcement agents ate their careers to stop. The truck declares with that it was purchased y money seized from drug rrs. e Geary County Sheriff's e and the Junction City Grandview Plaza Police

Departments have been successful in getting a number of drug operations off the streets, but the war on illegal drugs and drug paraphernalia is an ongoing one that will probably never end for any of the three agencies. The most well-known and largest operation of the year led to the arrests and charges in the murder of Crystal Fisher. The ensuing investigation included a federal task force and brought down one of the biggest cocaine distribution rings in Junction City at the

time. "That was a very important day for the police department," JCPD police chief Tim Brown said. "We worked diligently on the case. The organization itself was involved in the sale of a lot of drugs that were going on in Junction City." Brown said the victory can only be celebrated for so long because there will be another organization that will move in and replace the busted one. "It's a never-ending game," Brown said. "They have their way and we have ours. We just

do the best we can with the tools we have." Those tools included the canine officers currently in Junction City and Grandview Plaza: Nick Blake and Figo for the JCPD and Mil Rivera and Chuck for the GVPPD. "It's an invaluable asset involving our intervention finding drugs on the inter as well as offenders that v have the dogs chase," Brown said. "It's just another tool. Please see DOGS, 4A

VFW LAW ENFORCEMENT AWARD PROGRAM
3rd PLACE Finish in the STATE of KANSAS
2 AWARDS To be given ON 17 APRIL
ONE FOR POST level 1 FOR DISTRICT level

Certificate of Appreciation

Presented to

K-9 Officer Nick Blake

We the members of William L. Talbott Post 8773 Junction City, Kansas wish to thank you for your participation in the VFW Law enforcement award program. You beat out many officers to place third in the state of Kansas. Officer Blake you are a great credit to the Citizens of Junction City, the Police Officers of Junction City, Fort Riley and the Veterans of Foreign Wars. Stay safe and God bless you.

**VFW Post 8773 Commander
Carter W. Oliver**

**4th District Commander
Joe Barner**

Certificate of Appreciation

Presented to

K-9 Officer Nick Blake

I extend to you my personal thanks from 4th District for serving to protect the citizens of Junction City. You won at post level plus you won at District level. With your 3rd place finish in the state of Kansas VFW Law Enforcement Award Program you not only demonstrated how professional and knowledgeable you are concerning your police duties but also why you are a good role model for our youth to look up to. Officer Blake you are a great credit to the Junction City Police department, our fine citizens, Fort Riley and the Veterans of Foreign Wars. Thank you so much for what you do on a daily basis. God bless you.

**VFW 4th District Commander
Joe Barner**

Backup material for agenda item:

- b. Presentation for Detective Josh Brown KNOA 2011 Officer of the Year.

City of Junction City

City Commission

Agenda Memo

04-03-12

From: Tim Brown, Chief of Police
To: Gerry Vernon, City Manager
Subject: **Special Presentation of KNOA Officer of the Year**

Objective: The Kansas Narcotics Officers Association has named Detective Josh Brown its 2011 Officer of the Year

Explanation of Issue: Detective Brown received the Kansas Narcotics Officers Association 2011 Officer of the Year award for his numerous hours and personal effort in a long and extensive investigation into a drug distribution ring in the Junction City / Manhattan area. The investigation led to the Federal indictment and arrests of ten people for various drug charges including Conspiracy to Distribute Crack Cocaine. The investigation also led to the indictment and arrest of Virok Webb and Marcus Roberson for Conspiracy to Commit Murder to Prevent a Person from Providing Information Concerning a Federal Crime to a Law Enforcement Officer of the United States. This is in connection with the March 3rd, 2010 murder of Crystal Fisher in the 700 block of West 11th Street in Junction City.

Budget Impact: There is no impact on the budget.

Alternatives: The Commission may approve, deny, or postpone the presentation.

Special Considerations: There are no special considerations.

Recommendation: Staff recommends the recognition of Detective Josh Brown for receiving the 2011 Kansas Narcotics Officers Association Officer of the Year award.

Enclosures: Junction City Police Department Press Release announcing the 2011 KNOA Officer of the Year

Backup material for agenda item:

- a. Consideration to appoint Mary Cay Stauffer to the Community Action, Inc. board for a term of 3 years.

City of Junction City

City Commission

Agenda Memo

3-29-2012

From: [Tyler Ficken, City Clerk](#)
To: City Commission
Subject: Community Action, Inc. Board Appointment

Objective: To make an appointment to the Community Action, Inc. board

Explanation of Issue: Mr. Jewel Welch with Community Action, Inc. has requested that Mary Cay Stauffer be reappointed to the Community Action, Inc. Board for a term of three (3) years. Mary Cay Stauffer was contacted and stated that she would like to be reappointed to the board.

Budget Impact: None.

Alternatives:

1. [Approve, Disapprove, Modify, Table](#)

Special Considerations: There has been not comments received from the public on this item

Recommendation: Staff recommends approval of appointment of Mary Cay Stauffer to the Community Action, Inc. board for a term of 3 years.

Enclosures: Community Action, Inc. Mission



Community Action, Inc. Mission, Vision and Values



Community Action, Inc. was founded in 1970 to develop strategies to eliminate poverty and to serve low-income families and individuals in Topeka and Shawnee County, Kansas. Throughout the last 39 years we have expanded our service area to include Clay, Dickinson, Geary, McPherson, Ottawa, Saline, and Wabaunsee counties in Kansas.

From its beginnings the mission and philosophy of this agency has been summarized as “Helping People Help Themselves.” Initially, Community Action's approach to addressing poverty focused on emergency services. In time, the agency's focus turned to providing direct services through a case management model. The agency's work has directed support for sustainable self-sufficiency through extended interaction with individuals and families. In addition, the agency adopted a philosophy of collaboration with other service providers, for the purpose of enlarging resources and avoiding duplication among various provider coalitions.

The Board of Directors has guided the agency through the strategic planning process in order to provide a higher level of accountability and to promote the effective delivery of services. This process includes an ongoing review process that allows the corporation to set annual objectives and initiatives based on the needs of the communities we serve.

Our Mission Summary

To alleviate the causes and conditions of poverty through the promotion of public policy that helps those in poverty move to greater self-reliance; and by providing services and resources that meet basic needs, promote self-reliance and enhance the quality of life for individuals and families.

Our Vision for Individuals and Families

All people have the tools needed to thrive.

Our Vision for the Communities We Serve

Every sector contributes to the full range of experiences that create a high quality of life for all community members.

Our Vision for the Agency

The agency environment supports associates, volunteers and constituents as they work together to achieve the agency's mission.



Vision for Individuals and Families

Our Goal

Low-income people become more self-sufficient (stable). Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive systems.

Our Planned Outcomes

Families are fully employed.

Families have economic assets.

All individuals achieve their potential.

Individuals and families move from crisis to stability.

Vision for Communities

Our Goal

The conditions in which low-income people live are improved. Low-income people own a stake in their community.

Our Planned Outcomes

Communities develop and sustain resources and services.

Communities improve quality of life.

Communities benefit from the involvement of low-income participants.

Consumers are active participants in community decisions.

Vision for the Agency

Our Goal

Partnerships among supporters and providers of services to low-income people are achieved. Agencies increase their capacity to achieve results.

Our Planned Outcomes

Agency capacity is strengthened through partnerships.

Community Action maintains financial and operational efficiencies.

Community Action is financially stable.

Community Action operates effectively and efficiently.

Community Action associates are qualified and prepared.

Community Action's response to the human and economic impact of poverty is strategically communicated.

Our Promise

Community Action changes people's lives, embodies the spirit of hope, improves communities, and makes America a better place to live. We care about the entire community, and we are dedicated to helping people help themselves and each other.



Our Values

Collaboration - We seek partnerships that create benefits for individuals and families.

Commitment - We live The Promise of Community Action.

Diversity - Community Action mirrors the diversity of our communities. Our governing bodies include low-income people, local public officials and business and community groups.

Integrity - We are committed to the highest level of ethical conduct in all that we do.

Helpfulness - We want to say "yes." If we can't help, we'll find someone who can.

Professionalism - We are committed to providing quality products and effective solutions and to maintaining essential knowledge and technical expertise.

Respect - We view all people as individuals who are due courtesy, fairness and our respect. We treat people the way we want to be treated.

Stewardship - We respect our fiduciary responsibilities for the resources entrusted to us.

Backup material for agenda item:

- a. Consideration of options to restore and maintain Riverwalk Pond. City Manager Vernon presenting.

City of Junction City

City Commission

Agenda Memo

April 3, 2012

From: Gerry Vernon, City Manager
To: City Commission
Subject: Riverwalk Pond

Objective: Approval of this item will direct Kaw Valley Engineering to make application for the recirculation of water from the existing “Ox-bow” river channel to the Riverwalk pond.

Explanation of Issue: Since October, 2010, the City has been trying to establish an adequate storm water supply to fill and maintain the Riverwalk Pond. Previously, the City hired Kaw Valley Engineering to develop the following three options:

Option 1 - Installation of a gravity storm system that diverts storm water runoff to the pond.

Option 2 Additional pump system to pump and recirculate water from existing river channel

Option 3 - - Purchase of additional water rights from Strauss farm land

The Commission originally decided on Option 1 but later decided against the option due to cost and unpredictability of rain events. The Commission then directed staff to pursue Option 3. A meeting with Mr. Strauss was held and he stated that he is not interested in selling or donating the water rights to the City. However, he offered the following proposal for the City to annually “lease” 50 acre feet of water from him:

- 1.) Furnace Road would be brought up and maintained to a minimum KDOT standard for gravel roads.
- 2.) In exchange for the “annual” water rights, the City would lease the city-owned Hoover Farm farmland to Mr. Strauss at no charge. (Currently, the

city receives roughly \$10,000.00 each year. It is currently leased to Dikken Farms).

- 3.) If the Hoover Farm farmland was developed or not leased to Mr. Strauss, the water rights would go away or be renegotiated.
- 4.) The City would pay all legal fees associated with his attorney's review and approval of the lease agreement.

Given the long-term costs of this proposal, staff does not recommend pursuing the option. That leaves the original Option 2 – Pumping and recirculating water from the existing river channel as the best option.

Recommendation – Suggested Motion: Staff recommends a motion formally decline the offer from Mr. Strauss for water rights and to direct Kaw Valley to complete an application to the Kansas Water Office for permission to recirculate water from the existing river channel.



KAW VALLEY ENGINEERING

RIVER WALK LANDING: HYDROLOGIC CYCLE STUDY

Prepared For:

**CITY OF JUNCTION CITY, KANSAS
MUNICIPAL BUILDING
7TH AND JEFFERSON STREETS
POST OFFICE BOX 287
JUNCTION CITY, KANSAS 66441**

Prepared By:

**KAW VALLEY ENGINEERING, INC.
2319 N. JACKSON STREET
POST OFFICE BOX 1304
JUNCTION CITY, KANSAS 66441
TELEPHONE: (785) 762-5040**

August 15, 2011
A04D1964

Consulting Engineers

Option 1 – Divert Ash Street Storm Sewer

This option consists of constructing a 36" RCP from the Ash Street storm sewer network just west of the intersection of Ash Street and the Union Pacific Railroad that would divert additional storm water runoff to the River Walk Landing pond.

Water Supplied

- Additional watershed area = 155.0 acres
- 1 inch rainfall would raise pond = 0.19 feet
- Yearly rainfall would raise pond = 6.18 feet

*An average rainfall was assumed to be equal to a cumulative 1 inch of rainfall over the duration of the storm event. Each storm was also assumed to be a singular event separate from any subsequent or concurrent events.

Requirements

- 750' of 36" RCP and 1 end section
- 2 - 4'x5' junction boxes
- Retrofit existing manhole at point of diversion with a 36" partition wall to redirect the storm water
- Erosion control measures on pond slope

Advantages

- The storm water does not require pumping to enter pond.
- There will be no recurring or maintenance costs after initial construction costs

Disadvantages

- The proposed storm sewer line will have to be constructed under Ash Street by open cutting the road

Estimation of Probable Cost

- Total Estimated Project Cost = \$84,200

Option 2 – Pump Surface Water from Smokey Hill River Channel

This option consists of constructing a pump station and force main to withdraw water from the Republican River channel and deposit it in the River Walk Landing pond. The force main would run under Ash Street and along Gunner road.

Pump requirements

500 gpm pump	
Initial fill time raise pond 5-6 feet	= 15 days
Operation time to maintain pond level	= 2 to 4 hours per day

Requirements

- 1200' of 6" force main
- Grinder pump, equipment box, intake line, screens and supports
- Boring and casing under Ash Street
- Open cut Gunner Street
- Provide electrical service

Advantages

- Owner may pump and adjust water surface elevation at will

Disadvantages

- There will be recurring electrical and maintenance cost associated with the pump station

Estimation of Probable Cost

- Total Estimated Project Cost = \$80,450

Option 3 – Purchase Water Rights

This option consists of purchasing permanent water rights in the amount that is lost to evaporation and infiltration to maintain optimal water surface elevations.

Water needed

Initial Pond level	= 1061.0
Required Pond Level	= 1065.0
Average Surface Area	= 5.5 acres
Volume of water initial fill	= 22.63 acre feet of water
Volume for periodic fill	= 27.5 (fill pond additional 5 feet during the year)

Recommended Water Right Purchase = 50 acre feet

Requirements

- Purchasing of water rights

Advantages

- Owner may pump and adjust water surface elevation at will

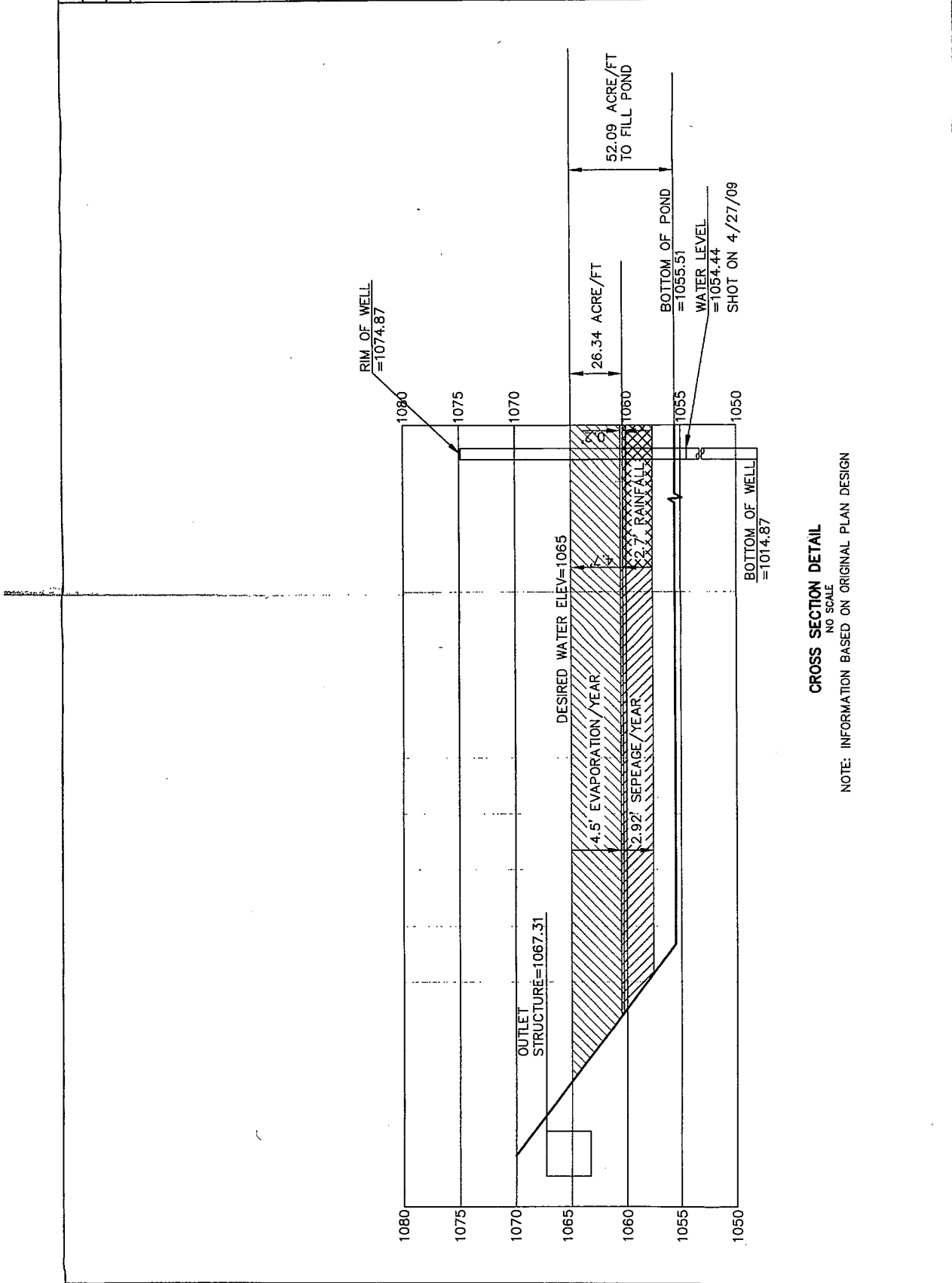
Disadvantages

- Water right purchase price will have to be negotiated and may turn out to be more costly than other options

Estimation of Probable Cost

- Total Estimated Project Cost = To be determined in negotiations for water rights

WATER NEEDS RIVERWALK LANDING ASH STREET AND GUNNER ROAD JUNCTION CITY, KANSAS		REV DATE DESCRIPTION		DSN DWN CHK	
K&V VALLEY ENGINEERING, INC. - CONSULTING ENGINEERS 1000 NORTH ANDERSON SUITE 100 JUNCTION CITY, MO 64401 (816) 221-1100 www.kvvalley.com		1000 NORTH ANDERSON SUITE 100 JUNCTION CITY, MO 64401 (816) 221-1100 www.kvvalley.com		1000 NORTH ANDERSON SUITE 100 JUNCTION CITY, MO 64401 (816) 221-1100 www.kvvalley.com	



August 16, 2011

SPECIAL CITY COMMISSION MINUTES

August 16, 2011

6:00p.m.

The special meeting of the Junction City City Commission was held on Tuesday, August 16, 2011 with Mayor Pat Landes presiding.

The following members of the Commission were present: Cecil Aska, Scott Johnson, Pat Landes, Jim Sands, and Jack Taylor. Staff present was: City Manager Gerry Vernon, City Attorney Catherine Logan, and City Clerk Tyler Ficken.

NEW BUSINESS

A presentation and discussion regarding low water levels at Riverwalk Landing. Leon Osbourn with Kaw Valley Engineering stated that the Riverwalk project Phase I began in 2005, and the pond area was the result of fill removal. Mr. Osbourn stated that water level has been tracked and fixes have been attempted in the past; the City used bentonite instead of liner at a \$200,000 cost savings. Mr. Osbourn stated that an inspection was not conducted when the boat ramp was installed. 2010. Mayor Landes asked why boat ramp not sealed. Mr. Osbourn stated that he didn't know why the ramp was not sealed correctly, and added that the pond does not leak below the ramp. Commissioner Johnson stated that the owner built the ramp and did not follow plan of the engineer. Mr. Osbourn stated that City Manager Vernon asked Kaw Valley to look at the pond and water levels again. Mr. Osbourn stated that in January of 2006 construction continued on the project and the City asked for 50 acre feet of water, but only 15 acre feet were provided for by the state. Mr. Osbourn stated that there are a number of options moving forward. First, South of Washington St there is a storm sewer line that passes the pond. The existing structure could be tied into, and provide additional water during rain events; approval from the state will be needed. Mr. Osbourn stated that for this option to be completed Ash Street would need to be cut into and the success of this option is dependant upon rain. Mr. Osbourn stated that another option would be to pump water out of the old river channel; there would for this option: the pump station, and also power to operate the station. Mr. Osbourn stated that the third option would be to purchase water from Mr. Strauss. Commissioner Johnson asked how much water Rothwell Landscaping has. Mr. Osbourn stated that he believes they have 15 acre feet. Mr. Osbourn stated that the cost to purchase acre feet would run from \$500 to \$1,000 per acre foot. Commissioner Johnson asked if the City would own the rights in perpetuity. Mr. Osbourn replied yes. Commissioner Johnson stated that it does not make sense to forever pump water as proposed in the second option. Mayor Landes asked if the pond could cause damage if it floods. Mr. Osbourn stated that the pond has a spillway. Commissioner Johnson asked the opinion of Mr. Osbourn who in turn stated that the easiest method to fill the pond is to purchase the water rights, but the first option would be a good alternative. Commissioner Aska asked if there would be pumping costs for the third option. Mr. Osbourn stated that the pump is already installed. Commissioner Johnson stated that the Commission needs to consider addressing the development agreements for these properties given the numerous changes. Mayor Landes stated that the Commission needs to be presented with the costs for option #1 and option #3.

August 16, 2011

ADJOURNMENT

Commissioner Sands moved, seconded by Commissioner Johnson to adjourn at 6:37 PM Ayes: Aska, Johnson, Landes, Sands, Taylor. Nays: None. Motion carried.

APPROVED AND ACCEPTED THIS 6th DAY OF SEPTEMBER 2011 AS THE OFFICIAL COPY OF THE JUNCTION CITY CITY COMMISSION MINUTES FOR AUGUST 16TH, 2011.

Tyler Ficken, City Clerk

Pat Landes, Mayor

Backup material for agenda item:

- a. Consideration and Award of Bid for (1) 2012 Type III Ambulance. Fire Chief Mike Steinfort presenting.

City of Junction City

City Commission

Agenda Memo

March 26, 2012

From: Michael Steinfert, Fire Chief
To: Gerry Vernon, City Manager and City Commission
Subject: **Ambulance replacement bid approval**

Objective:

To accept and approve bid for purchase of (1) 2012 Osage Type III Ambulance and trade-in of (1) 2000 McCoy-Miller Type III Ambulance.

Explanation of Issue:

In order for the Junction City Fire Department to continue to provide a high level of emergency medical service to the citizens of our community we must maintain a reliable fleet of ambulances to respond in a timely manner to emergencies. In order to accomplish this goal our fleet of ambulances must be replaced periodically. We strive to maintain a schedule of replacing an ambulance when they reach 12 years old. The current ambulance that will be traded in is a 2000 model McCoy-Miller that currently has approximately 146,000 miles on it.

The Fire Department staff prepared specifications for the replacement ambulance and requested bids from (4) four vendors. Once the request for bids was released (2) other vendors requested bid specifications.

Bids were opened and read aloud in the Junction City Clerk's Office March 9, 2012 at 1:30 PM. One bid was received from Osage Ambulance Company. The bid was reviewed by Fire Department staff to assure that all requirements of the bid specifications were met. After consideration of the submitted bid it has been determined that all requirements of the bid specifications have been met.

Budget Impact:

The proposed purchase of this ambulance was presented and approved in the 2012 budget actions in the amount of \$160,000.00. The bid that was received is under the budgeted amount by \$6,430.00. This ambulance will be purchased on a 5 year lease payment program with the payments budgeted out of the Ambulance budget as has been done for the last several ambulance purchases. One (1) payment for this ambulance purchase has been budgeted in the 2012 budget. The bid that was received was for \$158,570.00, minus a trade amount of \$5,000.00 for the 2000 model ambulance trade-in, for a total bid price of \$153,570.00.

Alternatives:

It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may: approve accepting ambulance bid; disapprove accepting ambulance bid; modify acceptance of ambulance bid or table the request.


Recommendation:

Staff recommends approval of the bid to purchase a 2012 Osage ambulance and trade-in a 2000 McCoy-Miller ambulance at the bid price of \$153,570.00.

Enclosures:

Bid tabulation sheet

**City of Junction City
Clerk's Office**

[illegible]

Backup material for agenda item:

- b. Consideration of award of contract for Collection Agency Services. Finance Director Beatty presenting.

Junction City Commission Agenda Memo – April 3, 2012

From: Cheryl S. Beatty, Finance Director
To: City Commissioners and Gerry Vernon, City Manager
Subject: Award for Contract Services – Collection Agency Services

Objective: Consideration and approval of award of contract services after review of request for proposals for collection agency services.

Explanation of Issue: The City has historically only used a collection agency for ambulance service billing or the Kansas Set-off Program for delinquent utility and blight accounts. There has not been a consistent strategy for collection of delinquent accounts for all departments, including delinquent court fines. Therefore, we went out for request for proposals for contract services for a collection agency service. Attached is a copy of the request for proposals and the bid tabulation sheet for your review.

We sent bids to all local agencies, agencies that had expressed interest in the last year, and published a notice in the newspaper. We received four bids. The bids were reviewed by a staff committee and the attached bid tabulation shows the results of the staff review of the bids.

Budget Impact: The purpose of utilizing a collection agency is to collect bad debt and increase cash flow. No historical data has been kept to provide a good estimate on how much a collection service will benefit the City. We have been successful using the Kansas Set-off Program with our heaviest collections coming from personal and business tax refunds that are withheld for City bad debt that is submitted. The collection agency we have recommended would represent a 4% increase in collection fees, but cash flow would should improve with the use of a collection agency and enable us to pursue debt that is beyond the collection scope of the State of Kansas.

Alternatives: It appears that the City Commission has the following alternatives concerning the issues at hand. The Commission may approve, disapprove, modify, or table the request.

Recommendation: Staff recommends the award of contract services of Collection Bureau of Kansas (CBK) Incorporated based on the tabulation of bid results by review of the bids.

Suggested Motion:

Commissioner _____ moves to approve
Commissioner _____ seconded the motion.

Enclosures: Copy of Request for Proposal
Bid Tabulation Sheet

Bid Tabulation Sheet
Collection Agency Contract Services 2012-2015
City of Junction City

	Rating Description	Points	ARSI	AMS	CBK	I C System Inc.
	ACCEPTED/REJECTED		Accepted	Accepted	Accepted	Accepted
I.	<u>Proposal Complete:</u>	5 points				
	a. Transmittla letter					
	b. Five copies		5	5	5	5
	c. Received on time					
	d. Stmt of financial stability					
	e. Signature pages					
II.	<u>Experience:</u>	10 points				
	a. Government experience					
	b. Date business established		8	8	10	10
	c. Staff experience					
	d. Certifications					
III.	<u>Qualifications:</u>	5 points				
	a. Ownership		5	5	4	5
	b. No. of personnel					
	c. Data processing sufficient					
IV.	<u>Collection Procedures:</u>	15 points				
	a. Methodology					
	b. Documentation		15	15	15	15
	c. Skip tracing available					
	d. Mgmt reports sufficient					
	e. Remittance monthly					
V.	<u>Understanding of Project</u>	5 points	5	5	5	5
VI.	<u>Litigation Capabilities</u>	5 points				
	a. In-house attorney		5	2	5	3
	b. Description of use					
	c. Cost of use					
VII.	<u>Out of State Capability:</u>	5 points	3	no info	3	5
	a. No. of states			0		
VII.	<u>Insured:</u>	5 points	5	5	5	5
	a. Statement/ability to insure					
IV.	<u>Recovery Percentage: 2010</u>	20 points	19% 15 points	18% - 15 points	38.8% -20 points	11.22% -10 points
X.	<u>Cost of Proposal:</u>	20 points				
	a. First placement		25% 4 points	30/33% 3 points	22% 5 points	25% 4 points
	b. Second placement		33.33% 5 points	30/33% 3 points	50% 3 points	37% 4 points
	c. Legal services		33.33% 4 points	? 0 points	30% 5 points	40/50% 3 points
	d. Out-of-State		50% 3 points	30/33% 4 points	50% 3 points	25% 5 points
	<u>Location-Local/KS/Out-of-State:</u>	5 points	5	4	5	4
	TOTAL POINTS	100	87	74	91	83



REQUEST FOR PROPOSALS
For
COLLECTION AGENCY SERVICES
Reference No. JC-100-12-F

CITY OF JUNCTION CITY
P. O. Box 287
700 N. Jefferson Street, KS 66441-0287

Phone: 785-238-3103 ext 305
Fax: 785 210-1910
www.junctioncity-ks.gov

Release Date: February 13, 2012
Proposal Due Date: Thursday, March 1, 2012, at 4:00 PM CST

**REQUEST for PROPOSALS for COLLECTION AGENCY SERVICES
2012-2013 – Junction City Kansas
Summary**

- Purpose of RFP: Professional Services for Collection Agency Services
Request for Proposal Number JC-100-12-F
- Description: The City is soliciting proposals for the collection of delinquent receivables including utility charges, fees, tax collections, and other miscellaneous receivable accounts.
- Department: Finance
- Contacts: All questions regarding the proposal must be submitted in writing to Cheryl S. Beatty, Finance Director at cheryl.beatty@jcks.com or faxed to 785-223-4262. There will be no pre-bid conference or meeting.
- Site Visit: None required.
- Due Date & Time: No later than 4:00 p.m. CST on Thursday, March 1, 2012. Late proposals will not be considered.
- Submit via Mail to: City of Junction City
ATTN: Finance Director.- Collection Services Proposal JC-100-12-F
P. O. Box 287
700 N. Jefferson Street
Junction City, KS 66441-0287
- Basis of Award: Award will be based on the agency's experience with collection of government accounts, proposed cost, and collection plan. Following a review by staff, the collection agency will be contacted for further negotiations. A contract with agreed terms will be drafted and forwarded to the City Manager for recommendation to the City Commission. Upon their approval, the contract will be awarded to the successful agency.
- Rights/Responsibilities: The City reserves the right to reject any and all proposals. The city accepts no financial responsibility for costs incurred by any agency in responding to this RFP. All responses become the property of the city and are subject to the Open Records Act requirements. The City will take reasonable precautions to ensure the confidentiality of material. Each agency shall denote and clearly indicate any proprietary information that is submitted as part of their proposal. The successful proposal will become public information after selection and award.
- Liability: The collection agency shall indemnify, defend, represent and hold harmless the City in any all claims, actions, or causes of action that arise from or are related to the actions of the collection agency, as requested by the Agreement.
- The collection agency shall maintain a fraudulent conversion corporate surety bond or letter of credit with a \$20,000 minimum coverage for errors and omissions. Such policy shall name the City as co-insured and be delivered to the City Finance Director upon signing of the Contract. Notification of cancellation of insurance must be delivered to the City Finance Director by certified mail (restricted delivery only) at least sixty (60) days prior to the cancellation date. Said cancellation requires written approval of the City Finance Director.

I. BACKGROUND INFORMATION

Welcome to Junction City, Kansas. Junction City is located in Geary County, Kansas and in the heart of Kansas. It is about 15 miles southwest of the Manhattan, Kansas and 62 miles west of Topeka, Kansas capital.

Incorporated in 1859, Junction is known as the fishing capital of Kansas and has many area recreation opportunities including 18 city parks, a public and a private golf course, a youth recreation center, a public community center, a municipal auditorium, a swimming pool, an art center, a community theater, and the C.L. Hoover Opera House. Junction City borders Fort Riley, an active duty U. S. Army military post which is the home of the 'Big Red One' and is the birthplace of the 7th Cavalry.

The City is a professionally managed municipal organization serving an area of 7.6 square miles with a 2010 population of 23,353. The city web site is junctioncity-ks.gov. Daily operations are managed at the direction of the City Manager under the leadership of a five-member City Commission elected at-large. The City's fiscal year begins on January 1 and ends on December 31.

The City services include police, fire, municipal court, parks, recreation, a public golf course, a youth recreation center, economic development, planning and zoning, building code and engineering, a public airport, public works, water utility, wastewater utility, storm water utility, solid waste utility, and administration.

Major transportation links include Interstate 70 running through the southern edge of the City, US Highway 77, Kansas Highway 18 and Kansas Highway 57, Union Pacific Railroad main line runs through the City, a public-use airport owned by the City, and the Manhattan Regional Airport is 14 miles northeast of Junction City. Twenty-three motor freight lines serve the area.

Unified School District #475 operates 13 elementary schools, two middle schools and one high school in with over 7,000 students enrolled. The Manhattan Technical School and Kansas State University are both approximately 15 miles from the City. Cloud County Community College operates a remote site in Junction City.

Three banks are headquartered in the City and 16 banks serving the community. The local newspapers are the Daily Union and the Fort Riley Post. Forty-two churches serve the area's population. The Geary Community Hospital is a 92-bed full-service hospital and there are three nursing care facilities in Geary County totaling 241 beds. Junction City has a strong economic base with many restaurants, hotels, entertainment establishments, services, industry, government, recreational opportunities, and retail.

II. OVERVIEW

The City of Junction City (the "City") is soliciting proposals from qualified firms and agencies to provide full-service revenue collection for unpaid and delinquent accounts receivable. The City requests proposal for professional services with a qualified firm or agency who can demonstrate competency and experience in providing collection agency services. We seek an experienced and effective Contractor that minimizes City costs, maximizes the use of available technology, provides excellent client service, and performs thorough and complete collections. The unpaid and delinquent accounts receivable may include, but is not limited to:

- Collection on delinquent water, wastewater, solid waste, and other accounts where customers have balances owed to the City. The City bills approximately 10,000 utility customers monthly. Projected number of accounts to be sent to the Firm annually is unknown. The City does not have a historical number of bad debt accounts by category.
- Collection on a backlog of delinquent water, wastewater, solid waste, and other accounts where customers have balances owed to the City. The City does not have a historical number of bad debt accounts by category.
- Collection on miscellaneous delinquent accounts receivable items where customers have not paid for services or charges from the City. Examples include utilities, weed mowing, debris removal, airport hangar leases, loan payments, court fines, tap fees, etc. Invoices are mailed for these miscellaneous receivables and when unpaid for ninety days, the account may be turned over to a collection agency. The City does not have a historical number of bad debt accounts by category.

The City shall provide documentation to the agency each account, including name, any available customer information, last known address, account number, and balance due. City shall submit delinquent accounts for collection via hard copy, e-mail, electronic file or in writing. Delinquent accounts will be assigned to the Agency on a monthly basis.

The City currently utilizes a the State of Kansas set-off program for collections and reserves the right to continuing using this program to collect bad debt in conjunction with a collection agency service. The City has a separate contract for bad debt collection for ambulance service with another agency, but may later combine such service to this contract contingent on negotiated price and quality of service. Long-term, the City wishes to consolidate all collection services under one agency. This contract is being sought now because the city is seeking to outsource its bad debt collections to increase cash flow and reduce bad debt expense. A majority of bad debt placement will be primary placements, except all will be sent to the State of Kansas Set-off Program concurrently. However, bidders should provide proposal fees for secondary placements. The City does give all delinquent accounts a written delinquency notice prior to placement.

Anticipated award would be on April 3, 2012, by the Junction City Commission with a start date of April 15, 2012. The City will notify the successful contractor. The City does *not* notify unsuccessful bidders. Thereafter, monthly payments for services rendered will be paid to the contractor based on contract award and an agreed upon schedule. Accounts will be sent to the contractor by U.S. mail and electronically. Access fro proof of debt will be on an as needed basis, but the City will be available to answer questions from the individual or the contractor.

All commission fees will be charged to the debtor.

The average age of accounts at placement is projected to be 60-90 days. However, since the city has only been using Kansas Set-off Programs, there are accounts up to 5 years old. All back logs will be placed with the successful contractor as a one-time placement at contract start-up. The City does not have a historical rate of return or liquidation rate. An account is deemed closed by the City and/or the contractor, or by mutual agreement. No amnesty program is being considered for unpaid receivables. The contractor will be allowed to elect method of collection.

The City purchase policy does have a local preference for award of bid. Should equally qualified bidders be within 3% on a bid price, the local contractor may be awarded the contract. However, a bidder's call center and/or corporate headquarters will have no bearing on the bid as long as they are within the United States. However, award of bid will not be based solely by the low proposed rate.

III. SERVICES TO BE PROVIDED

A successful proposal will provide the following services:

1. Perform all necessary service on the City's behalf in order to obtain collection of amounts due to the City on accounts submitted to the collection agency including, but not limited to, utility charges, fire-response fees, building permits fees, and other miscellaneous receivable accounts,
2. Collection activities, which include, but are not limited to telephone contact, mail correspondence, skip tracing, and credit bureau reporting, and
3. Provide monthly reports for each City department using these services including:
 - A. acknowledgement of new accounts,
 - B. status of all accounts submitted,
 - C. accounts no longer being pursued and the reason why,
 - D. active accounts showing the amount submitted, amount paid in the current period (30 days) amount paid to date, balance remaining on the account, percentage of collection, and amount of commission resulting from any current payment.
 - E. summary report detailing by year the number of accounts and amounts placed in collection, average amount of account in collection, collection payments received to date, percentage of collection, and commission to date.
4. Remit the amount due to the City resulting from payments made directly to the agency by the 15th of each month. Payments should be net of the agency fees for the collection of that account. Remittance information that will accompany each check from the agency will include the following: debtor's name, City invoice number, date referred to the agency (month/year), original amount

referred, gross amount collected, amount of the fee, amount of the agency net payment, and balance owing on that account.

5. Return to the City at no charge or billed commission any account that was placed in error, or any account previously submitted but requested returned by the City for City and/or legal follow up and collection.
6. Pursue legal action for collection only upon approval by the City Finance Director.
7. Accept any account submitted to the agency regardless of account amount or age of receivable.
8. Accept and surely transmit all data transfers electronically, preferably Microsoft Office Excel.
9. Provide notification to the City during same business day of any file transmission error or system interruption, and verification to the City of receipt of the completed files transmission.
10. Provide a primary and secondary contact to the City for daily operational issues.

IV. CONDITIONS TO BIDDING

Proposal Reference Number: JC-100-12-F

The above reference number has been assigned to this Request and MUST be shown on all correspondence or other documents associated with the Request and MUST be referred to in all verbal communications. **The single point of contact for all inquiries, written or verbal requests, shall be directed to:**

City of Junction City
ATTN: Cheryl S. Beatty, Finance Director
PO Box 287
700 N. Jefferson Street
Junction City, KS 66441-0287 Phone: 785-238-3103 ext 305

No communications is to be had with any other City employee regarding this request for proposals except with the designated city participants in attendance only during negotiation, contract signing, and as otherwise specified in this request for proposals. Violations of this provision may result in the rejection of a vendor's proposal.

Negotiated Procurement: The City reserves the right to negotiate this proposal. Final evaluation and recommendation of the award is made by the City Committee or their designees, which consists of the following:

Finance Director
City Treasurer
City Clerk
Accounts Receivable Clerk

Appearance Before Committee: Any, all, or no vendors may be required to appear before the Committee to explain the vendor's understanding and approach to the project and/or respond to questions from the Committee concerning the proposal; or, the Committee may recommend the award to the low bidder without conducting negotiations. The Committee reserves the right to request information from vendors as needed.

Vendors selected to participate in negotiations will be given an opportunity to submit a best and final offer to the Committee. Prior to a specified cut-off time for best and final offers, vendors may submit revisions to their technical and cost proposals. Meetings before the Committee are not subject to the Open Meetings Act. Vendors are prohibited from electronically recording these meetings. All information received prior to the cut-off time will be considered part of the vendor's best and final offer.

No additional revisions shall be made after the specified cut-off time unless requested by the Committee.

Questions/Addenda - Questions requesting clarification of the Request for Proposal must be submitted in writing to the City prior to the close of business on February 27, 2012.

Finance Director
City of Junction City
PO Box 287
700 N. Jefferson Street
Junction city, Kansas 66441-0287

Or
FAX No. 785-223-4262
Or
E-mail: cheryl.beatty@jcks.com

Failure to notify the City of any conflicts or ambiguities in this Request for Proposal may result in items being resolved in the best interest of the City. Any modification to this Request shall be made in writing by addendum and mailed to all vendors who received the original request. Only written communications are binding.

Cost of Preparing Proposal: The cost of developing and submitting the proposal is entirely the responsibility of the vendor. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, negotiating for the contract and other costs associated with this Request. All responses will become the property of the City and will be a matter of public record subsequent to signing of the contract or rejection of all bids.

Evaluation of Bids: Award shall be made in the best interest of the City as determined by the City Committee or their designees. Consideration will focus toward but is not limited to:

1. Response format as required by this Request. All pages must be numbered,
2. Adequacy and completeness of proposal,
3. Vendors' understanding of the project,
4. Compliance with the terms and conditions of the Request,
5. Experience in providing like services, quality and scope of services offered,
6. Qualified staff,
7. Methodology to accomplish tasks, and
8. Cost of services and anticipated net return to the City or target recovery rate. Vendors are not to inflate prices in the initial proposal as cost is a factor in determining who may receive an award or be invited to formal negotiations.

A selection committee will select a vendor. It's possible that one or more prospective vendors will be selected for competitive negotiations. The vendor will be selected using the qualification based selection method with the paramount concern being to make an award in the best interest of the City. The fee rate proposed by bidders will not, by itself, be the sole determining factor in the selection process. A combination of fee structure, past governmental collection experience, recovery rates, and information from the bidders' current and past governmental accounts will be used to make the final selection. A vendor's proposal shall cover all specified aspects to the project and any criteria that will benefit the selection process.

Acceptance or Rejection: The Committee reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

Contract: The successful vendor will be required to enter into a written contract with the City. The vendor agrees to accept the Contractual Provisions Attachment, which is incorporated into all contracts with the City and is attached to this Request.

Contract Documents: This Request and any amendments and the response and any amendments of the successful vendor shall be incorporated along with the Contractual Provision Attachment into the written contract which shall compose the complete understanding of the parties.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Contractual Provision Attachment
- Written modifications to the executed contract
- Written contract signed by the parties
- This Request including any and all addenda and
- Contractor's written proposal submitted in response to this Request as finalized.

Contract Formation: No contract shall be considered to have been entered into by the City until all statutorily required signatures and certifications have been rendered; and a written contract has been signed by the successful vendor.

Open Records Act: All proposals become the property of the City of Junction City. Kansas law requires all information contained in proposals to become open for public review once a contract is signed or all proposals are rejected. Kansas Open Records Act (KORA) determines what is actually proprietary. For reference see K.S.A. 45-215 et sec., specifically, the exemptions are K.S.A. 45-221.

Federal, State and Local Taxes-Governmental Entity: Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. The successful vendor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Request. Except for certain purchases for the Water Division, **the City of Junction City is exempt from state sales or use taxes and federal excise taxes. These taxes shall not be included in the vendor's price quotations.**

Suspension from Bidding: Any vendor that defaults on delivery as defined in this Request may, at the discretion of the Finance Director, be barred from bidding on any subsequent Request for a period to be determined by the Director.

Insurance: The City shall not be required to purchase any insurance against loss or damage to any personal property nor shall the City establish a "self-insurance" fund to protect against any loss or damage. Subject to the provisions of the Kansas Tort Claims Act, the vendor shall bear the risk of any loss or damage to any personal property. A certificate of liability insurance shall be provided to the City if awarded the contract.

Cash Basis and Budget Laws: All contracts entered into by the City of Junction City are subject to the State of Kansas Cash Basis and Budget laws. Any obligation incurred as a result of the issuance of the specifications binds the City only to the extent that cash is available at the time payment is required. Furthermore, any contract that extends beyond the City's current fiscal year does not create an indebtedness or obligation for the subsequent fiscal year, and the City reserves the right to cancel any contract until the first date of the subsequent fiscal year.

V. PROPOSAL INSTRUCTIONS

Preparation of Proposal: Prices are to be entered in spaces provided on the proposal cost form if one is supplied. Computations and totals shall be indicated where required. The Committee has the right to rely on any price quotes provided by vendors. The vendor shall be responsible for any mathematical error in price quotes. The Committee reserves the right to reject proposals that contain errors. Cost proposals shall be submitted in separate sealed envelopes or containers from the technical proposal. **The outside shall be identified clearly as "Cost Proposal" with the Request number and closing date.**

A proposal shall not be considered for award if the price in the proposal was not arrived at independently and without collusion, consultation, communication or agreement as to any matter related to price with any other vendor, competitor or public officer/employee.

Technical proposals shall contain a concise description of vendor's capabilities to satisfy the requirements of this Request for Proposal with emphasis on completeness and clarity of content. Repetition of terms and conditions of the Request for Proposal without additional clarification shall not be considered responsive.

Submission of Proposals: Five (5) copies (one original of the vendor's technical proposal and one original copy of the cost proposal, in a sealed envelope shall be received promptly at 4:00 p.m. (central standard or daylight savings time, whichever is in effect) on November 24, 2011 as addressed as follows:

City of Junction City
ATTN: Cheryl S. Beatty, Finance Director
Proposal #JC-100-12-F Closing Date: March 1, 2012
P.O. Box 287
700 N. Jefferson Street
Junction City, KS 66441-0287

Faxed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing. The City shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost proposals will be retained unopened in the file and not receive consideration.

Signature of Proposals: Each proposal shall give the complete mailing address of the vendor and be signed by an authorized representative by original signature with his or her name and legal title typed below the signature line. Each proposal shall include the vendor's social security number or Federal Employer's Identification Number.

Acknowledgment of Addenda: All vendors shall acknowledge receipt of any addenda to this Request. Failure to acknowledge receipt of any addenda may render the proposal to be non-responsive. Changes to this Request shall be issued only by the Finance Director in writing.

Modification of Proposals: A vendor may modify a proposal by letter or by FAX transmission at any time prior to the closing date for receipt of proposals and the Finance Director is satisfied that a written confirmation of the modification, signed by the vendor, was mailed prior to the closing date as evidenced by the postmark on the envelope or container.

Withdrawal of Proposals: A proposal may be withdrawn by written request to the Finance Director from the vendor.

Proposal Disclosures: At the time of closing, only the names of those who submitted proposals shall be made public information. No price information will be released. Interested vendors or their representatives may be present at the announcement at the following location:

City Hall – Second Floor Conference Room
700 N. Jefferson Street
Junction City, KS 66441-0287

Copies of individual proposals may be obtained under the Kansas Open Records Act by calling the City Clerk at 785-238-3103 ext 436. The City Clerk shall provide an estimate of the cost to reproduce the documents and the amount shall be remitted in advance of documents of such documents being mailed. Information in proposal files shall not be released until a contract has been executed or all proposals have been rejected.

Notice of Award: An award is made on execution of the written contract by all parties. Only the City is authorized to issue news releases relating to this Request, its evaluation, award and/or performance of the contract.

VI. GENERAL PROVISIONS

Term of Contract: The term of this contract is for a one (1) year period from the date of award with an option to renew for two (2) additional years by mutual consent of the parties. It is understood and agreed that the Contract may be renewed only at the same prices and under the same conditions governing the original Contract, and any request for an increase in price or a change in the Contract conditions shall be interpreted as a request not to renew to Contract at the end of the current period. Prior to the end of the twelfth month of the initial contract the City will evaluate the agency to determine whether the option to renew period should be considered based on the productivity of the agency. The agency agrees to provide the City with any and all information that the City deems necessary for the service evaluation.

Inspection: The City reserves the right to reject, on arrival at destination, any items that do not conform to specification of this Request.

Termination for Cause: The Procurement Director may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. The Contractor fails to make delivery of goods or services as specified in this contract; or
2. The Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

The Finance Director shall provide the Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice or such longer period as the City may authorize in writing, the Finance Director shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice.

Termination for Convenience: The Finance Director may terminate performance of work under this contract in whole or in part whenever, for any reason. The Finance Director may determine that the termination is in the best interest of the City. In the event that the Finance Director elects to terminate this contract pursuant to this provision, it shall provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice. The Contractor shall continue to perform any part of the work that may have not been terminated by the notice.

Notices: All notices, demands, requests, approvals, reports, instructions, consents or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be in writing and shall be made by personal delivery or sent by United States certified mail, postage prepaid, return receipt requested or by overnight delivery, prepaid, addressed as follows:

Cheryl S. Beatty, Finance Director
City of Junction City
P.O. Box 287
Junction City, Kansas 66441-0287

Or to any other persons or addresses as may be designated by notice from one party to the other.

Rights and Remedies: If this contract is terminated, the City, in addition to any other rights provided for in this contract, may require the Contractor to transfer title and deliver to the City in the manner and to the extent directed, any completed materials. The City shall be obligated only for those services and materials rendered and accepted prior to the date of termination.

Subject to proof of market price, the measure of damages for non-delivery or repudiation by the Contractor shall be the difference between the market price at the time when the City learned of the breach and contract price together with any incidental and consequential damage, less expenses, saved in consequence of the Contractor's breach. Market price shall be determined as of the place for tender or, in cases of rejection after arrival or revocation of acceptance, as of the place of arrival.

If it is determined, after notice of termination for cause, that Contractor's failure was due to causes beyond the control of or negligence of the Contractor, the termination shall be a termination in the best interest of the City. In the event of termination, the Contractor shall receive payment pro rated for that portion of the contract period services were provided to and/or goods were accepted by City subject to any offset by City for actual damages including loss of matching funds.

The rights and remedies of the City provided for in this contract shall not be exclusive and are in addition to any other rights and remedies provided by law.

Force Majeure: The Contractor shall not be liable if the failure to perform this contract arises out of causes beyond the control of or negligence of the Contractor. Causes may include, but are not limited to, acts of nature, fires, quarantine, strikes other than by the contractor's employees, and freight embargoes.

Waiver: Waiver of any breach of any provision in this contract shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by City shall not constitute a waiver.

Ownership: All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under this contract shall be owned by the using department. The Contractor may not release any materials without the written approval of the using department.

Independent Contractor: Both parties, in the performance of this contract, shall be acting in their individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be construed to be the employees or agents of the other party for any purpose whatsoever.

The Contractor accepts full responsibility for payment of unemployment insurance, workers compensation and social security as well as all income tax deductions and any other taxes or payroll deductions required by law for its employees engaged in work authorized by this contract.

Staff Qualifications: The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the proposal specifications may result in termination of this contract and/or damages

Conflict of Interest: The Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any professional personnel who are also in the employ of the City and who are providing services involving this contract or services similar in nature to the scope of this contract to the City. Furthermore, the Contractor shall not knowingly employ, during the period of this contract or any extensions to it, any City employee who has participated in the making of this contract until at least one year after his/her termination of employment with the City.

Confidentiality: The Contractor may have access to private or confidential data maintained by City to the extent necessary to carry out its responsibilities under this contract. Contractor must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Contractor shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the

contract or thereafter. Contractor must agree to return any or all data furnished by the City promptly at the request of City in whatever form, it is maintained by the contractor. On the termination or expiration of this contract, contractor will not use any of such data or any material derived from the data for any purpose and, where so instructed by City, will destroy or render it unreadable.

Reviews and Hearings: The Contractor agrees to advise the Finance Director of all complaints of recipients made known to the Contractor and refer all appeals or fair hearing requests to the Finance Director. The City has the discretion to require the Contractor to participate in any review, appeal, fair hearing or litigation involving issues related to this contract.

Nondiscrimination and Workplace Safety: The Contractor agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violations of applicable laws, rules and regulations may result in termination of this contract.

Environmental Protection: The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency. A violation of applicable laws, rule or regulations may result in termination of this contract.

Hold Harmless: The Contractor shall indemnify the City against any and all claims for injury to or death of any persons; for loss or damage to any property; and for infringement of any copyright or patent occurring in connection with or in any way incidental to or arising out of the occupancy, use, service, operations or performance of work under this contract.

The City shall not be precluded from receiving the benefits of any insurance the Contractor may carry which provides for indemnification for any loss or damage to property in the Contractor's custody and control, where such loss or destruction is to state property. The Contractor shall do nothing to prejudice the City's right to recover against third parties for any loss, destruction or damage to City property.

Care of City Property: The Contractor shall be responsible for the proper care and custody of any city-owned personal tangible property and real property furnished for Contractor's use in connection with the performance of this contract, and Contractor will reimburse City for such property's loss or damage caused by Contractor, normal wear and tear excepted.

Prohibition of Gratuities: Neither the Contractor nor any person, firm or corporation employed by the Contractor in the performance of this contract shall offer or give any gift, money or anything of value or any promise for future reward or compensation to any City employee at any time.

Retention of Records: Unless the City specifies in writing a shorter period of time, the Contractor agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract.

Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Contractor agrees that authorized federal and state representatives, including but not limited to, personnel of the using department; independent auditors acting on behalf of City and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the City.

Federal, State and Local Taxes Contractor: The City makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.

Antitrust: The Contractor assigns to the City all of its rights to and interests in any causes of action it has or may acquire under the antitrust laws of the United States and the State of Kansas relating to the particular product or services purchased or acquired by the City pursuant to this contract.

Modification: The contract shall be modified only by the written agreement of the parties with the approval of this Committee. No alternation or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

Assignment: The Contractor shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the City which consent will not be unreasonably withheld or delayed.

The contract shall immediately terminate in the event of its assignment, conveyance, encumbrance or other transfer by the Contractor without the prior written consent of the City.

Kansas Set-Off Program: The City shall not be precluded from using the Kansas Set-Off Program nor shall the City owe the agency any fees or cost for sums collected through Set-off Program.

Payment of Fees: Remittance of payments collected from one debtor may not be reduced by costs or fees which the City owes on another debtor's account. The agency will be entitled to fees for any money paid directly to the City for accounts turned over to the agency except for Kansas Set-Off program collections. Charges that are billed to the City, such as court costs and collection fees on money collected directly by the City, shall be on a separate statement or bill. The agency will be responsible for collection such costs. The agency must be able to separate net payments made to the City by active and non-active accounts. All accounts will be closed 180 days after the accounts have been placed with the agency, unless payments are being made or there is a reasonable chance of collection.

Separate Accounts: A separate account should be maintained for each City department.

Special Handling of Accounts: If the City declines to sue for collection, the account should be closed. If payment is received as a result of a judgment, then a fee is due to the agency.

Active Payment Accounts: any payment arrangement must be mutually agreed upon by the agency and the City. Accounts are to be kept open beyond the initial 180 day period only if payment arrangements are made and the debtor is keeping up with the payments. If a debtor's payments become sporadic or stop, the account may be closed if mutually agreed upon by the City in which case the agency's collection efforts should cease.

Legal Accounts: Prior written authorization is required for the agency to sue on behalf of the City. Photocopies of any correspondence regarding City accounts from attorneys including but not limited to, request for suit costs, interrogatories, and settlement offers, received or sent by the agency must be sent to the Finance Director or designated representative in a timely manner.

Bankrupt Accounts: Bankrupt accounts are to be closed and returned to the City, along with any notices of the agency received from bankruptcy court.

Contract Amendments: All requested changes to the terms of the Contract will be submitted in writing, directly to the Finance Director. Changes may only be made by mutual written agreement. Final approval or disapproval of all amendments will be made by the City Finance Director.

Third Party Beneficiaries: The contract shall not be construed as providing an enforceable right to any third party.

Captions: The captions or headings in this contract are for reference only and do not define, describe, extend, or limit the scope or intent of the contract.

Severability: If any provision of the contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of this contract shall be enforced to the fullest extent permitted by law.

Governing Law: The contract shall be governed by the laws of the State of Kansas and shall be deemed executed at Junction City, Geary County, Kansas.

Jurisdiction: The parties shall bring any and all legal proceedings arising hereunder in the State of Kansas, District Court of Geary County. The United States District Court for the State of Kansas sitting in Junction City, Geary County, Kansas, shall be the venue for any federal action or proceeding arising hereunder in which the City is a party.

Mandatory Provisions: The provisions found in Contractual Provisions Attachment, which is attached, are incorporated by reference and made a part of this contract.

Integration: The contract, in its final composite form, shall represent the entire agreement between the parties and shall supersede all prior negotiations, representations or agreements, either written or oral, between the parties relating to the subject matter hereof. The contract between the parties shall be independent of and have no effect on any other contracts of either party.

Red Flag Rule Compliance: The agency agrees to comply with the City's Identity Theft Protection Program. The City's program is in accordance with the Federal Trade Commission's Red Flag Rule, which implements Section 114 of the Fair and Accurate Credit Transaction Act of 2003. 16 C.F.R. 681.2.

Criminal or Civil Offense of an Individual or Entity That Controls a Company or Organization or Will Perform Work Under This Contract: Any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty must be disclosed. This includes (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract; (2) conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under state or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a city contractor. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies. Failure to disclose an offense may result in disqualification of the bid or termination of the contract.

VII. SPECIAL PROVISIONS

Proposal Format: The following information shall be part of the technical proposal: **Vendors are instructed to prepare their Technical Proposal following the same sequence as this section of the Request for Proposal.**

1. Transmittal letter which includes the following statements:

- a. That the vendor is the prime contractor and identifying all subcontractors
- b. That the vendor is a corporation or other legal entity
- c. That no attempt has been made or will be made to induce any other person or firm to submit or not to submit a proposal
- d. That the vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin or disability
- e. That no cost or pricing information has been included in the transmittal letter or the Technical Proposal
- f. That the vendor presently has no interest, direct or indirect, which would conflict with the performance of services under this contract and shall not employ, in the performance of this contract, any person having a conflict
- g. That the person signing the proposal is authorized to make decisions as to pricing quoted and has not participated, and will not participate, in any action contrary to the above-statements;
- h. Whether there is a reasonable probability that the vendor is or will be associated with any parent, affiliate or subsidiary organization, either formally or informally, in supplying any service or furnishing any supplies or equipment to the vendor which would relate to the performance of this contract. If the statement is in the affirmative, the vendor is required to submit with the proposal, written certification and authorization from the parent, affiliate or subsidiary organization granting the City and/or the federal government the right to examine any directly pertinent books, documents, papers and records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, the vendor will obtain a similar certification and authorization and failure to do so will constitute grounds for termination of the contract at the option of the City
- i. Vendor agrees that any lost or reduced federal matching money resulting from unacceptable performance in a contractor task or responsibility defined in the Request, contract or modification shall be accompanied by reductions in City payments to contractor and
- j. That the vendor has not been retained, nor has it retained a person to solicit or secure a City contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the vendor for the purpose of securing business. For breach of this provision, the Committee shall have the right to reject the proposal, terminate the contract and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee or other benefit.

2. Vendor's Qualifications: The vendor must include a discussion of the vendor's corporation and each subcontractor, if any. The discussion shall include the following:

- a. Date established
- b. Ownership (public, partnership, subsidiary, etc.)

- c. Number of personnel, full and part-time, assigned to this project by function and job title
- d. Data processing resources and the extent they are dedicated to other matters
- e. Location of the project within the vendor's organization
- f. Relationship of the project and other lines of business and
- g. Organizational chart

The contractor shall be the sole source of contact for the contract. The City will not subcontract any work under the contract to any other firm and will not deal with any subcontractors. The Contractor is totally responsible for all actions and work performed by its subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by any subcontractor.

A description of the vendor's qualifications and experience providing the requested or similar service including resumes of personnel assigned to the project stating their education and work experience. The vendor must be an established firm recognized for its capacity to perform. The vendor must be capable of mobilizing sufficient personnel to meet the deadlines specified in the Request.

A timeline for implementing services.

3. Content of the Proposal

1. Signature Sheet: Provided on page two of this RFP, must be completed and signed.
2. Contractual Provisions Attachment: Submit signed and dated.
3. Contractor's Statement of Agreement: Submit signed and dated
4. Transmittal Letter: This letter should provide the name, title, address and phone number of the primary contact and alternate contact for the City of Junction City.
5. Vendors Qualifications and Experience: Document as outlined in Section III, VI, and VII.
6. Governmental Experience: State the vendors experience as it applies to the collection of governmental delinquencies. If none, indicate so.
7. References: Prospective vendors should provide references from at least three current clients and three past clients. References must include the name of the client, contact person, address, telephone number and if available the contacts e-mail address.

4. Collection Procedures

1. Provide a summary of the collection activities proposed to collect the City's delinquent accounts, i.e. collection letters, telephone contact, skip tracing, daytime and evening collection staff, litigation, etc. Include specifics of the extent to which collection attempts will be made based on the dollar value of the account.
2. State your methodology for handling customers' questions and its practices regarding non-English speaking customers.
3. State the method of documenting collection attempts and reliability on the part of the prospective vendor's management that such attempts are actually being made.
4. Describe specifics of the extent to which accounts will be "skip-traced" and the basis for utilizing "skip-tracing".
5. Include sample reports provided to other clients, which summarize periodic collection activity and results.
6. Describe the vendors program for (a) recording, checking and reporting services performed, and (b) accounting and control forms used, with detailed explanation of each and their importance.
7. Management Reports
 - a. The vendor should acknowledge the need for a cooperative effort and open communications between the vendor and the city departments. The frequency of the reporting and the content of data transmitted to the City should be identified.
 - b. It is agreed that the selected vendor shall maintain and make available for inspection, audit and/or reproduction to any authorized representative of the City or any external auditor representing the City, books, documents and other relevant information pertaining to the collections carried out for the City and the expenses of this contract.
 - c. Include samples of the kind of reports provided to other clients on an account-by-account basis, showing by department, the amounts referred, the activity for the period, receipts for the period, and an ending balance.
8. Discuss the proposed duration of work on delinquent accounts turned over to the vendor.

5. History: Review the duration and extent of account collection experience, including a report on the prospective vendors experience in the collection of accounts during the most recent three year period:

Calendar Year	# of Accounts	Value of Accounts	% of Recovery
2008			
2009			
2010			

7. Litigation: Include a statement indicating whether litigation capability exists within the vendors company. Describe your procedure for handling cases in which litigation is necessary. State the proposed period between the time the account is placed and a petition, if necessary, is filed.

8. Out of State Capability: Describe your prospective vendor's ability to provide the required collection services within other states of the United States.

9. Technology:

1. State a brief description of the computer system or systems used to process collections.
2. State whether the vendor utilizes Firewall technology in front of and/or on the computer system or systems that will be used to process collections that face the Internet and if so, indicate whether technology is software or hardware based.
3. State a brief description of the vendor's approach to operating system patching, virus protection and spyware prevention on the computer system or systems that will be used to process collections cases.
4. Describe the vendor's approach to securing sensitive information that will be stored on the computer system or systems used to process collections cases and any related external media (backup media, etc.) in terms of access control and/or encryption.
5. State whether access will be made available for on-line inquiry and if so, provide a brief description of the system used.
6. Describe the vendor's ability to process (including error detection and correction) and approach to storing collection files received in comma separated value format.
7. Identify the frequency of data transfer both to and from the vendor.
8. Identify the ability of the vendor to accept and send encrypted files via e-mail and/or encrypted transmissions through VPN technology.
9. Describe the vendor's ability to maintain records of placements, collections, recovery and producing reports and billing information for an unlimited number of clients and debtors, and describe backup capabilities.

10. Financial Stability: Include evidence of the financial stability.

11. Insurance: The Contractor shall purchase and maintain such insurance as will protect the Contractor and the City of Junction City against any and all claims and demands arising from the execution of this contract. The Contractor shall be required to procure and maintain Commercial General Liability Insurance and Professional Liability Insurance.

The Contractor shall assume all risk and liability for accidents and damages that may occur to persons or property during the prosecution of the work. The Contractor shall file with the City Finance Director, prior to the commencement of services, a valid certificate of insurance documenting the required insurance.

Policies shall be endorsed to provide the City a thirty (30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City as an additional insured, as its interests may appear (ATIMA).

12. Cost Proposal: State the proposed fees as a percentage of dollars collected. Provide collection rates for accounts referred to an attorney for legal action (provided the City has permitted such action). State additional fees for skip tracing, court costs, or credit agency reporting, if any. State any other fees or charges such as set up charges or annual fees. **The City reserves the right to pull back cases that were sent in error without incurring any charges from the successful vendor. The City does not intend to pull cases back for any other reason, but the vendor should state in their proposal any fees that will be assessed to the City for cases that are pulled back.**

Submit with Proposal:

VENDOR PROVISIONS ATTACHMENT

Request for Proposal – City of Junction City – Reference No. JC-100-12-F

1. **TERMS HEREIN CONTROLLING PROVISIONS**

It is expressly agreed that the terms of each and every provision in this Attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.

2. **AGREEMENT WITH KANSAS LAW**

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

3. **TERMINATION DUE TO LACK OF FUNDING APPROPRIATION**

If, in the judgment of the City Manager, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, City may terminate this agreement at the end of its current fiscal year. City agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided City under the contract. City will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by City, title to any such equipment shall revert to contractor at the end of City's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.

4. **DISCLAIMER OF LIABILITY**

Neither the City of Junction City nor any departments or divisions thereof shall hold harmless or indemnify any Contractor.

5. **ANTI-DISCRIMINATION CLAUSE**

The contractor agrees: (a) to comply with all federal, state, and local laws and ordinances prohibiting unlawful and to not unlawfully discriminate against any person because of race, religion, creed, color, age, sex, disability, national origin or ancestry in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer;" and (c) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor. The Contractor understands and agrees that the failure to comply with the requirements of this paragraph may constitute a breach of contract, and the contract may be cancelled, terminated or suspended, in whole or in part by the City.

6. **ACCEPTANCE OF CONTRACT**

This contract shall not be considered accepted, approved or otherwise effective until the legally required approvals and certifications have been given.

7. **ARBITRATION, DAMAGES, WARRANTIES**

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the City or any department or division thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the City of Junction City shall not agree to pay attorney fees or late payment charges, and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.

8. **REPRESENTATIVE'S AUTHORITY TO CONTRACT**

By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.

9. RESPONSIBILITY FOR TAXES

The City shall not be responsible for, nor indemnify a Contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.

10. INSURANCE

The City shall not be required to purchase any insurance against loss or damage to any personal property to which this contract relates. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), and the claims provisions of the Code of the City (Section 2-476 et seq.), the Contractor shall bear the risk of any loss or damage to any personal property in which the Contractor holds title.

VENDOR: _____

AUTHORIZED SIGNATURE: _____

Submit with your proposal:

VENDOR'S STATEMENT OF AGREEMENT

Request for Proposal – City of Junction City – Reference No. JC-100-12-F

The City of Junction City, Kansas requires that all contracts of the City and its agencies include specific provisions to ensure equal employment opportunity and that all contractors provide evidence of the adoption of an affirmative action program. To comply with these requirements, all persons wishing to enter into a contract with the City shall complete and sign this agreement.

The contractor agrees to:

1. Comply with K.S.A. 44-1030 requiring that:
 - (A) The contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability unrelated to such person's ability to engage in the particular work, national origin or ancestry;
 - (B) In all solicitations or advertisements for employees, the contractor shall include the phrase, "equal opportunity employer," or a similar phrase to be approved by the Finance Director;
 - (C) If the contractor fails to comply with the manner in which the contractor reports to the Finance Director in accordance with the provisions of K.S.A. 44-1031, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency;
 - (D) If the contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Finance Director which has become final, the contractor shall be deemed to have breached the present contract and it may be cancelled, terminated or suspended, in whole or in part, by the contracting agency; and
 - (E) The contractor shall include the provisions of paragraphs (A) through (D) in every sub-contract or purchase order so that such provisions will be binding upon such sub-contractor or vendor.
2. Guarantee that during the performance of any City contractor agreement the contractor, sub-contractor, vendor, or supplier of the City shall comply with all provisions of the Civil Rights Act of 1866 as amended, Civil Rights Act of 1964 as amended, Equal Employment Opportunity Act of 1972 as amended, Executive Order 11246, Age Discrimination in Employment Act of 1967 as amended, Americans with Disabilities Act of 1990 and Rehabilitation Act of 1973 as amended, Equal Pay Act of 1963 and any regulations or amendments thereto.
3. Submit to the Finance Director a written affirmative action program, a certificate of compliance or such other certificate as is acceptable to the Finance Director which is evidence of the adoption of an affirmative action program.

The contractor agrees to maintain a current and accurate plan on file with the Finance Director and shall update the plan as needed.

Company Name

Company Address

Signature and Title

Date

Submit with proposal:

SIGNATURE SHEET

Request for Proposal – City of Junction City – Reference No. JC-100-12-F

We submit a proposal to furnish requirements during the contract period in accordance with the specifications. I hereby certify that I (we) do not have any substantial conflict of interest sufficient to influence the bidding process on this bid. A conflict of substantial interest is one which a reasonable person would think would compromise the open competitive bid process.

Addenda: The undersigned acknowledges receipt of the following addenda:

#1 (____) #2 (____) #3 (____) None (____)

Legal name of person, firm or corporation _____

Telephone (____) _____ Local (____) _____ Fax (____) _____

E-mail _____

Address _____

City & State _____ Zip Code _____

Social Security Number (SSN) or Federal Employee Identification Number (FEIN) _____

Business Status: Disadvantaged Business Enterprise (DBE) _____ Other _____

SIGNATURE _____ Date _____

Typed Name of Signature _____ Title _____

If awarded a contract and purchase orders are to be directed to an address other than above, indicated mailing address and telephone number below.

Address _____

City & State _____ Zip Code _____

Telephone (____) _____ Local (____) _____ Fax (____) _____

E-mail _____